MIAMI-DADE COUNTY

# ADDENDUM NO. 2

July 14, 2008

| | |
|---|---|
| **TO:** | **All Bidders** |
| **SUBJECT: BID NO.:** | 4227-5/18 |
| **TITLE:** | Portable Generators: Purchase Of New Units, Parts, Repairs & Maintenace Services |
| **BID OPENING DATE:** | **Wednesday, July 16th,2008 At 2:00 P.M.** |

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

1) Clarification on Section 2, Special Conditions; Paragraph 2.5, Option Tom Renew For Five (5) Additional Years.

   Prior to, or upon completion, of the initial term, the County shall have the option to renew this contract for an additional five (5) consecutive years.

**ALL OTHER INFORMATION REMAINS THE SAME**

Martha Perez-Garviso
Sr. Procurement Contracting Agent

MIAMI-DADE COUNTY

# ADDENDUM NO. 1

July 3, 2008

**TO:** **All Bidders**

**SUBJECT: BID NO.:** 4227-5/18

**TITLE:** Portable Generators: Purchase Of New Units, Parts, Repairs & Maintenace Services

**BID OPENING DATE:** **Wednesday, July 9th,2008 At 2:00 P.M.**

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

1) Section 2, Special Conditions, Pagrap 2.6, the second sentence under the second paragraph for Section 2.6.3 (page 3) has been changed to read as follows:

   The letters shall be dated within six (6) months of the bid opening date and it shall be signed by an authorized representative.

2) Section 4, Proposal Package, the last sentence for the paragraph listed under the reference section for both Group 1 & 2, Summarized Requirements, (pages 36 & 39) has been changed to read as follows:

   The letters shall be dated within six (6) months of the bid opening date and it shall be signed by an authorized representative.

3) The Bid Opening Date has been changed to Wednesday, July 16, 2008 at 2:00 p.m.

**ALL OTHER INFORMATION REMAINS THE SAME**

Martha Perez-Garviso
Sr. Procurement Contracting Agent

MIAMI-DADE COUNTY

**BID NO.: 4227-5/18**

**OPENING: 2:00 P.M.**
**Wednesday**
**July 9th, 2008**

# MIAMI-DADE COUNTY, FLORIDA

# INVITATION TO BID

## TITLE:

**PORTABLE GENERATORS: PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

**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 |
| INDEMNIFICATION/INSURANCE: | SEE SECTION 2, PARAGRAPH 2.11 |
| LIVING WAGE: ..... | N/A |
| PRE-BID CONFERENCE/WALK-THRU: | N/A |
| MEASURES: ..... | SEE SECTION 2, PARAGRAPH 2.2 |
| SAMPLES/INFORMATION SHEETS: ... | N/A |
| SECTION 3 – MDHA:..... | SEE SECTION 3, PARAGRAPH 2.29 |
| SITE VISIT/AFFIDAVIT: | N/A |
| USER ACCESS PROGRAM: | SEE SECTION 2, PARAGRAPH 2.21 |
| WRITTEN WARRANTY: | N/A |
| BID DEPOSIT AND PERFORMANCE BOND: | N/A |

## FOR INFORMATION CONTACT:

**Martha Perez-Garviso at 305-375-3248, or at mdperez@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 41 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 41 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

# INVITATION TO BID

**Bid Number: 4227-5/18**

**Title: Portable Generators :Purchase of New Units, Parts, Repair and Maintenance Services**

**Sr. Procurement Contracting Agent: Martha Perez-Garviso, CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, July 9th, 2008**

**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 two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.**

**All Bids 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**

# SECTION 1
# GENERAL TERMS AND CONDITIONS

## 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.
**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.
**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.
**County** – shall refer to Miami-Dade County, Florida
**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.
**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.
**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.
**The Vendor Registration Package** – *shall refer to the Business Entity Registration Application.*

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

## 1.2. INSTRUCTIONS TO BIDDERS

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

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

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.
In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Sec. 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
*(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)*

3. ***Miami-Dade Employment Drug-free Workplace Certification***
*(Section 2-8.1.2(b) of the County Code)*

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
*(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
*(Section 10.38 of the County Code)*

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
*(Section 2-8.1 of the County Code)*

7. ***Miami-Dade County Code of Business Ethics Affidavit***
*(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)*

8. ***Miami-Dade County Family Leave Affidavit***
*(Article V of Chapter 11 of the County Code)*

9. ***Miami-Dade County Living Wage Affidavit***
*(Section 2-8.9 of the County Code)*

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
*(Article 8, Section 11A-60 11A-67 of the County Code)*

11. ***Subcontracting Practices***
*(Ordinance 97-35)*

12. ***Subcontractor /Supplier Listing***
*(Ordinance 97-104)*

13. ***Environmentally Acceptable Packaging***
*Resolution (R-738-92)*

14. ***W-9 and 8109 Forms***
The vendor must furnish these forms as required by the Internal Revenue Service.

15. ***Social Security Number***
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/vendor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
Pursuant to Section 2-1076 of the County Code.

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

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

# SECTION 1
# GENERAL TERMS AND CONDITIONS

**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 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983** or email clerkbcc@miamidade.gov.
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 or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

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

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM 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.

# SECTION 1
# GENERAL TERMS AND CONDITIONS

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

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

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

   (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or

   (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or

   (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

### 1.11. CONTINUATION OF WORK
Any work that commences prior to and will extend beyond the 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.

# SECTION 1
# GENERAL 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. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

C. The written intent to protest shall be accompanied by 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-$250,000 | $500 |
| $250,001-$500,000 | $1,000 |
| $500,001-$5 million | $3,000 |
| Over $5 million | $5,000 |

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

D. For award recommendations greater than $250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.

E. For award recommendations from $25,000 to $250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

### 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. 736-92.

### 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 successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### 1.20. COLLUSION

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.

## SECTION 1
## GENERAL TERMS AND CONDITIONS

# SECTION 1
# GENERAL TERMS AND CONDITIONS

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

### 1.31 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

## PORTABLE GENERATORS: PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES

### 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. Bidders who meet or exceed the requirements established in this ITB shall be placed on pre-qualification lists, on a per group basis, that may be accessed by various County departments to obtain price quotations for the purchase, repairs, and routine/ preventive maintenance of portable generators (units and parts) with a maximum of 1750 kilowatts, as needed, when needed.

### 2.2 SMALL BUSINESS CONTRACT MEASURES (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 Miami-Dade County Office of Small Business Affairs/DPM 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 Miami-Dade County Office of Small Business Affairs/DPM at 305-375-3111 or access www.miamidade.gov/dbd/home2.asp.

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

### 2.3 PRE-BID CONFERENCE

Intentionally Omitted

### 2.4 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence 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 five (5) year period.

### 2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEARS

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) consecutive. The vendors shall maintain, for the entirety of the stated additional period, the same 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 may consider the vendor in default which decision shall effect that vendor's eligibility for future contracts. 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, PER GROUP, WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

Approved bidders will be placed on a "Pre-qualified Bidders List" on a "per group" basis, which will be accessed by the various County departments, as needed, to obtain Spot Market quotations.

Spot Market Quotations:

When a requirement is identified by a County department, pre-qualified bidders within the required group will be invited to offer a fixed price and a firm delivery time for the specific items or services. It will be the County department's prerogative to contact all the pre-qualified bidders in the required group to request a quotation, use a rotating system to request quotations from a number of pre-qualified bidders, invite bidders based on specific requirements for the acquisition of specialized repairs, or to request quotations from the pre-qualified bidders for a specific brand/make within a group. The pre-qualified bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products or services proposed by the pre-qualified bidder meet the order's specifications and requirements. The award of the order to one bidder does not preclude the ability of the remaining pre-qualified bidders from submitting offers for other orders as requested by County departments.

For items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by a County department that a project is time sensitive or it is an emergency situation and is deemed in the best interest of the County.

County departments may require specialized repairs for large generators, complex assemblies, equipment located in sensitive or secure areas, equipment under warranty, or equipment representing a large investment of County funds. When a County department determines that a specialized repair is required, the County department may survey and evaluate the pre-qualified bidders in the required group based on the specialized repair requirements. The department's survey may include and evaluate the following items: repair shop equipment, established technique, testing equipment, repair shop and repair

## SPECIAL CONDITIONS

personnel use of available technology, repair shop manufacturer approved certification, repair personnel and repair shop specific experience and certifications, repair shop positive past performance, and repair personnel security clearance. The department's survey and evaluation will determine which otherwise pre-qualified bidders will be included in the quotation process for the specialized repair.

Qualification Requirements:

Before spot market quote procedures and in addition to other County and contract requirements, all bidders shall meet or exceed the following qualification requirements to qualify for this contract:

Group 1: Purchase of New and Rebuilt Portable Generators (Units and OEM Parts)

2.6.1 Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications.

2.6.2 Shall be equipped with modern office equipment, especially a facsimile (FAX) machine and/ or an e-mail address. These resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

2.6.3 Shall be regularly engaged in the business of providing portable generators (units or parts).

Two (2) current letter references, consisting of existing customers, shall be listed in the bidder's submittal and included with their proposal. The letters shall be dated within six (6) months of the bid opening date and it shall be signed by an authorized manufacturer's representative. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must be on customer's/ company's letterhead, and must have the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the sale, and sale support, of portable generators or the sale of OEM portable generator parts.

## SPECIAL CONDITIONS

2.6.4 Due to warranty and other restraints, the bidder must be a verifiable manufacturer approved, certified, or designated agent, dealer, representative, or distributor of OEM products for the brands listed in the bidder's submittal.

The bidder is required to submit with their bid proof of their firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in their bid. The proof may be in the form of:

2.6.4.1 Current letters from the manufacturer, on the manufacturer's letterhead, designating the bidder as a manufacturer, agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative.

2.6.4.2 A copy of the signed current agreement between the manufacturer and the bidder designating the bidder as an agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal.

2.6.4.3 Reference to the manufacturer's internet website, where the manufacturer clearly lists the bidder as an agent, dealer, representative or distributor of the OEM products listed in the bidder's submittal.

To facilitate the quotation process, the pre-qualified bidders in Group 1 will be categorized according to the brands/makes they represent.

Group 2: Repair and Maintenance Services for Portable Generators

2.6.5 Maintain a generator repair shop staffed by competent company representatives. Staff must include a qualified service shop manager and personnel qualified to provide technical support and who can provide and discuss generator repair and maintenance information, and who are cognizant of the industry and industry standards.

A list of the firm's key service personnel including their roles and contact information shall be included with the bidder's submittal. The list must identify the service shop manager and include his/her qualifications.

2.6.6 The bidder must be regularly engaged in the business of providing generator repair services, as described in this ITB.

Two (2) current letter references, consisting of existing customers, must be included in the bidder's submittal and included with their proposal. The

references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must be on customer's/ company's letterhead, and must have the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the generator repair industry.

Bidders for Groups 1 and/or 2 shall not have any un-resolved performance issues with Miami-Dade County. The bidder's performance as a prime contractor or sub-contractor in previous County contracts shall be taken into account when evaluating the bidder's submittal for this solicitation. Miami-Dade County may survey County departments during the bid evaluation period to ascertain that the bidder does not have any unresolved unsatisfactory performance issues with the County.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the qualification requirements, however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the qualification requirements, as specified by the County, shall result in the bidder's bid being declared non-responsive. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the qualification requirements. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final.

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 receive additional submittals, add pre-qualified bidders, and add or delete products, as it deems necessary.

## 2.7 PRICES

All prices to be quoted by the pre-qualified bidders shall be in accordance with the "Spot Market Quotations" provisions established in these Special Conditions Paragraph 2.6. Order prices shall be quoted as requested by the County department and shall remain fixed and firm until the delivery or pick-up and acceptance of the order is complete.

Orders requiring special handling, such as air-freight or same day delivery, must be authorized by a County representative. Any additional charges resulting from special handling must be authorized by the County representative prior to order placing and must be shown on the vendor's invoice as a separate item.

## SPECIAL CONDITIONS

Pre-qualified bidders for Group 2 shall be asked to submit an itemized written fixed price to the County within the time period established by the user department. The detailed quote must reflect all parts utilized for the repair or maintenance service with each item priced individually, all the labor involved and the hourly rates. Lump sum estimates are not acceptable. All quotations shall remain fixed and firm until all repairs or maintenance services are completed and invoiced at the originally quoted prices. No changes or additions shall be allowed without prior written consent from the user department.

## 2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

## 2.9 "EQUAL" PRODUCT CAN BE CONSIDERED

Intentionally Omitted

## 2.10 LIQUIDATED DAMAGES

Orders subject to liquidated damages will be identified by the user department during the quotation process. Failure to complete certain services or deliver certain products in accordance with the contract and the order's specifications, and to the satisfaction of the County within the time stated in the bidder's quotation, shall be subject to charges for liquidated damages in the amount specified in the individual request for quote. As compensation due to the County for loss of use and for additional costs incurred by the County due to such non-completion of the work or delivery of product, the County shall have the right to deduct the said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

## 2.11 INDEMNIFICATION AND INSURANCE - (1) GENERAL SERVICE AND MAINTENANCE CONTRACT SHALL BE REQUIRED FROM ALL PRE-QUALIFIED BIDDERS PERFORMING SERVICES IN COUNTY FACILITIES AS SPECIFIED IN GROUP 2.

Pre-qualified bidders providing services in County facilities shall comply with these insurance requirements:

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,

## SPECIAL CONDITIONS

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, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

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

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

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

## SPECIAL CONDITIONS

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

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

Compliance with the foregoing requirements shall not relieve the 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 submittals to the County in accordance with Section 1.23 of the General Terms and Conditions.

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) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

### 2.12 BID GUARANTY

Intentionally Omitted

### 2.13 PERFORMANCE BOND

Intentionally Omitted

## SPECIAL CONDITIONS

### 2.14 CERTIFICATIONS

Intentionally Omitted

### 2.15 METHOD OF PAYMENT PERIODIC INVOICES FOR COMPLETED DELIVERIES AND/OR SERVICES RENDERED

For Group No. 1 the successful vendor shall submit an invoice to the County user department that requested the items through a purchase order. The invoices shall reference the appropriate purchase order number, the delivery address, and the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County department when the items were delivered and accepted.

For Groups No. 2 the successful vendor shall itemize the services provided showing the Manufacturer's brand name, model number, and serial number of the unit(s) serviced, and an itemized listing of parts used, indicating unit prices and the time hours and minutes required to service the equipment.

All invoices shall be submitted to the County user department within thirty (30) calendar days of the County's acceptance of delivery and/or successful completion of services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items, or successful completion of services.

All invoices shall contain the following information:

2.15.1 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

2.15.2. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Miami-Dade Water and Sewer Department (M-DWASD) requisition number (if the invoice pertains to an order placed by the M-DWASD).

2.15.3 Pricing Information:

- Unit price of the goods or services provided
- Extended total price of the goods or services provided

- Applicable discounts

2.15.4 Goods or Services Provided per Contract:

- Description of the goods or services
- Quantity delivered

2.15.5 Delivery Information:

- Delivery terms set forth within the specific order
- Location and date of delivery of goods or services

Failure to submit invoices in the prescribed manner shall delay payment.

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

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various locations within Miami-Dade County.

## 2.17 DELIVERY REQUIREMENTS AND COMPLETION OF SERVICES

For Group No. 1 all parts purchased herein shall be delivered, or be ready for pick-up by County Personnel, within the calendar days stated in the request for quote.

All vendors must be able to provide same day delivery for stocked parts, and an acceptable delivery time for special ordered parts from Manufacturer's stocks. The County shall be the sole judge of what would be a reasonable time, depending on its needs.

Should the awarded bidder fail to deliver in the number of days stated in its quote, the County may cancel the order and acquire the product through another source of supply and charge the bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate its contract with the bidder.

For Group No. 2 the completion date for repairs shall not exceed the number of days stated in the quotation, unless mutually agreed upon in writing between the vendor and the user department.

Should the vendor to whom the repair or maintenance work is awarded fail to complete the work within the number of days stated in the quotation, the County reserves the right to cancel the order with the vendor and to secure the services through another source of supply to complete the work. If the County exercises this authority the County may, at its option, request payment from the vendor through an invoice or credit memo, for any additional costs over and beyond the original quoted prices which were incurred by the County as result of having to secure the services elsewhere. If the vendor fails to honor this invoice or credit memo, the County may terminate the vendor from this contract.

## SPECIAL CONDITIONS

### 2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION

The County shall not accept any back orders of deliveries from the vendor, unless written authorization is issued by the user department. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored.

### 2.19 WARRANTY

A. Type of Warranty Coverage Required

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

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

C. Replacement Parts

All parts utilized in conjunction with this bid shall be new unless authorized by the user department and shall meet original equipment manufacturers specifications, and shall restore the equipment so that it will perform to its original design specifications.

## SPECIAL CONDITIONS

D. Restoration of Equipment

All work shall be performed by trained and competent personnel in accordance with the best commercial and industry practices and manufacturers standards. Rebuilt equipment shall result in as like new product so that it will perform to the Manufacturers original design specifications.

## 2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Martha Perez-Garviso at 305-375-3248 or at mdperez@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,

## SPECIAL CONDITIONS

Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

**Vendor Compliance**

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

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

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

## 2.23 COMPLIANCE WITH FEDERAL AND INDUSTRY STANDARDS

All items to be purchased under this solicitation shall be in accordance with all governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupation Safety and Health Administration (OSHA).

It shall be the responsibility of all awarded vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

## 2.24 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Vendor are found to be defective or do

not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Vendor at the Vendor's expense or (2) require the Vendor to replace the materials at the Vendor's expense.

## 2.25 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

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

## 2.26 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER

The successful vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the contract and the specific order requirements, whether or not fabricated, installed or completed. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the user department. 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 five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County may place the vendor on default, obtain the services of another vendor to correct the deficiencies, and charge the vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing.

## 2.27 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to orders issued by that department.

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

## SPECIAL CONDITIONS

### 2.28 PURCHASE OF SIMILAR, ANCILLARY OR RELATED ITEMS OR SERVICES BASED ON PRICE QUOTES

While the County has identified and grouped all items and services commonly required by the County departments into comprehensive categories, there may be similar, ancillary or related items or services that must be purchased by the County departments during the term of this contract. Under these circumstances, the contract's pre-qualified bidders may be invited to offer a fixed price and a firm delivery time for the specific order. It will be the County department's prerogative to contact all the pre-qualified bidders in the contract, or to contact a specific number of pre-qualified bidders to request the quotation. The pre-qualified bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed by the pre-qualified bidder meet the order's specifications and requirements. The County reserves the right to award these similar, ancillary, or related items or services to a pre-qualified bidder based on the lowest price quote or to bid the items through a separate solicitation.

### 2.29 SECTION 3, CONTRACTING REQUIREMENTS (APPLIES TO THE MIAMI-DADE HOUSING AGENCY ONLY)

(Also Refer to Appendix B)

This contract is a Section 3, Contracting Requirements, covered activity (applies to the **Miami-Dade Housing Agency only**). Section 3 requires that job training, employment and contracting opportunities be directed toward low- and very-low income persons and to businesses that provide economic opportunities to those persons.

Additionally, all bidders (Section 3 and non-Section 3) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)". Failure to submit bidder's Plan, except as described in Appendix B, Section C., may render the bid as non-responsive. Questions regarding Section 3 Contract Requirements may be faxed to Patricia Sharifi or Kamala Wright-Francis, Office of Compliance, Miami-Dade Housing Agency at 305-644-5185. **NOTE: Documentation Must Be Submitted With Proposal**

## APPENDIX B: SECTION 3 OF THE HUD ACT OF 1968 (APPLICABLE TO MIAMI-DADE HOUSING AGENCY ONLY)

### I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low

and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used only, if subcontracting is applicable to this contract.

## II. SECTION 3 DEFINITIONS

1. The term **"Section 3 business"** is defined as follows:
   Firms owned by Miami-Dade County (M-DC) residents who meet M-DC's low income household limits (see "Miami-Dade 2002 Income Limits", page 2), **or** whose firms include 30% of these persons as full-time employees.

3. The term "new hires"is defined as follows:
   **New hires** means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

4. The term "Section 3 Resident"is defined as follows:
   A **Section 3 Resident** is an individual who lives in Miami-Dade County and (a) is a resident of public housing; **or** (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); **or** is a current recipient or participant in a public assistance program (TANF, JTPA,etc.); **or** (c) whose family household income meets the definition of a low-or very-low income family (see no. 5,).

## SPECIAL CONDITIONS

5. The current Miami-Dade Income Limits are as follows:

**MIAMI-DADE 2008 INCOME LIMITS**

| | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
|---|---|---|---|---|---|---|---|---|
| **Very Low Income** (50%) | 21,100 | 24,100 | 27,150 | 30,150 | 32,550 | 34,950 | 37,400 | 39,800 |
| **Low-Income** (80%) | 33,800 | 38,600 | 43,450 | 48,250 | 52,100 | 55,950 | 59,850 | 63,700 |

## III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the "X" factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, "Section 3 Business Priority Rankings", no. 6., page 2, if that bid:

**is within the maximum total contract price established in MDHA's budget, and is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:**

| Bid Amount | X = Lesser of: |
|---|---|
| When the lowest responsive bid is less than $100,000 | **10%** of that bid, or **$9,000** |
| When the lowest responsive bid is: | |
| At least $100,000, but less than $200,000 | **9%** of that bid, or **$16,000** |
| At least $200,000, but less than $300,000 | **8%** of that bid, or **$21,000** |
| At least $300,000, but less than $400,000 | **7%** of that bid, or **$24,000** |
| At least $400,000, but less than $500,000 | **6%** of that bid, or **$25,000** |
| At least $500,000, but less than $1 million | **5%** of that bid, or **$40,000** |
| At least $1 million, but less than $2 million | **4%** of that bid, or **$60,000** |
| At least $2 million, but less than $4 million | **3%** of that bid, or **$80,000** |
| At least $4 million, but less than $7 million | **2%** of that bid, or $105,000 |
| $7 million or more | **1** and ½ % of that bid, with no dollar limit |

## SPECIAL CONDITIONS

For information on how to become a MDHA-certified Section 3 business, *fax*, MDHA Office of Compliance, at **(305) 643-1773.**

**In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit ***Document 00200-B, " Section 3 Business Preference Claim"*** (Attachment 2) with bid quote.

Section 3 businesses are required to comply with procedures listed under Section IV, "Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)", page 3, and Section VI "Section 3 Required Contractor and Subcontractor Post-Award Procedures (MDHA Projects Only)", pages 3 and 4.

**SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)

**PR#1:** 51% or more owned by MDHA public housing residents, **or** whose full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);

**PR#2:** Business owners who are or were participants (within last three years) in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);

**PR#3**: 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., **or** whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);

**PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; **or** whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); **or**

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

## IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID *(WHEN SUBCONTRACTING IS NOT APPLICABLE)*

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed

toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

**All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix "B", and Attachment 1).** An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards. b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

## V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200-B, "Section 3 Business Preference Claim"* with the bid (see Section II., Section 3 Bid Preference Terms and Requirements,). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

## VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)

1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the total number of new hires, but no less than one, whichever is greater,** within their labor force during the term of the contract, in the priority order indicated under Section VII,"Section 3 Resident Priority Order for Training and Employment Opportunities", no.8, below.
4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II.

## SPECIAL CONDITIONS

7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor's Plan (see Document 00400, Attachment 1).

## VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents **(Category 1 residents)**;
2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 **(Category 2 residents)**;
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. **(Category 3 residents)**; or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits **(Category 4 residents)**.

## VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 **or** Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

### SECTION 3 CLAUSE

The Section 3 Clause, also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts.

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

## SPECIAL CONDITIONS

c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## 2.30 MIAMI-DADE COUNTY LIVING WAGES

### SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-

## SPECIAL CONDITIONS

8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

### 1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

## SPECIAL CONDITIONS

(1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

## SPECIAL CONDITIONS

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be

considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

(xi) In warehouse cargo handlers.

K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium

contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

(1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.

ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, Fl., 33128, (305) 375-3134.

F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has

been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be

withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:

(1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
(2) For the second underpayment, a penalty in an amount equal to 20% thereof;
(3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
(4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's

payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the

## SPECIAL CONDITIONS

notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a forth time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

## SECTION 3
## TECHNICAL SPECIFICATION

# PORTABLE GENERATORS PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES

## 3.1 SCOPE

It is the intent of this solicitation to make available to the County many qualified suppliers of units, parts and services for portable generators (1750 KW Max).

These Specifications cover the acquisition of new portable generators, the purchase of repair or replacement parts for the various makes and models of portable generators used within Miami-Dade County, and repair services, in the field or in the vendor's shop, as required by the County departments.

These Specifications cover the acquisition of new or rebuilt generators, the purchase of repair or replacement parts for the various makes and models of generators as utilized within Miami-Dade County, and repair services, in the field or in the bidders' shop, as needed, when needed by the County. This contract is NOT an exclusive or all encompassing instrument and the County reserves the right to utilize it in its best interest at all times.

## 3.2 PORTABLE GENERATORS: PURCHASE OF NEW AND REBUILT UNITS AND PARTS

The generator types include diesel, electric, propane and gasoline fueled generators as used by various County Departments.

All new parts supplied must be obtained from an Original Equipment Manufacture distributor as recognized by the product's manufacturer.

All reconditioned parts must be identified as such and have approval by the manufacturer. All parts used in reconditioning process must be of O.E.M origin as recognized by the manufacturer.

## 3.3 REPAIR, MAINTENANCE, AND OVERHAUL SERVICES FOR PORTABLE GENERATORS

A significant amount of the work will consist of routine maintenance and repairs to include the complete overhaul of portable generators. However, additional repair work may be required above and beyond the scope of an overhaul, or units may require specific repairs or inspections/diagnostics only, as specified by the user department.

Listed below are the standard (not limited to) engine overhaul procedures. These procedures applies to almost all engines regardless diesel, gasoline or any other type of fuel used, with the exception of some components that are different depending of engine type.

## SECTION 3
## TECHNICAL SPECIFICATION

1. Index engine flywheel to generator adapter plate.
2. Remove engine from generator.
3. Drain oil and coolant from engine and dispose according to regulations.
4. Remove filters and dispose.
5. Remove expansion tank, hoses and by pass hoses associated with cooling system.
6. Remove alternator belt, alternator, water pump belt and idler pulley.
7. Remove water pump assy.
8. Remove crankshaft pulley and vibration damper.
9. Remove starter motor.
10. Remove turbo chargers, oil pan, oil lines external brackets, after cooler if equipped, air intake manifolds, fuel connection lines, fuel injection pump, fuel injectors, valve cover plates and oil pan. Remove flywheel and place engine on stand.
11. Remove exhaust manifolds, valve covers, oil pressure sending units, water temperature sending units, engine electrical harness and any other electrical parts.
12. Remove rocker arms, push rods and oil transfer tubes.
13. Remove cylinder head(s).
14. Remove timing cover, gears and or timing chain.
15. Index pistons and connecting rods by position and remove.
16. Make sure crankshaft bearing caps are marked.
17. Remove bearing caps and crankshaft.
18. Clean and inspect all removed parts.
19. Parts that meet criteria for continued time in service must be properly stored to prevent contamination, oxidation, metal to metal damage, painted and lubricated for further use.
20. Measure all rotating parts to make sure they are within limits.
21. Parts that do not have the correct clearances need to be machined to new tolerances or replaced.
22. Reassemble engine as per manufacturer specs.
23. Make sure all tolerances meet specs.
24. Using micrometers and dial indicators check concentricity of moving and stationary parts. Use plastic gauge to confirm.
25. If engine is to be tested independently from generator, place engine on test stand, attach harness and coolant fixtures.
26. If engine is to be tested with generator attached, re-align flywheel to adapter plate marks and torque all bolts as per specs.
27. Isolate cables and any other electrical terminals.
28. Start engine ad adjust speed governor to idle speed.
29. After Break in period is completed, gradually increase speed to gain generator operating speed.

**NOTE: The County reserves the right to negotiate total cost of any one work order, to include amount of estimated labor hours required to complete the work specified.**

As requested by the County department, the vendor will supply to the County the manufacturer's original packaging for any new part used in the service job, and will return to the County any old part replaced.

SECTION 3
TECHNICAL SPECIFICATION

## 3.4 MANUFACTURERS

The following is a representative listing of the portable generators' manufacturers'/brand names presently in use throughout the County:

| Manufacturers'/Brand Names |
|---|
| ASCO |
| BAYLOR |
| BROADCROWN |
| CATERPILLAR |
| CUMMINS |
| CUTLER HAMMER |
| DETROIT DIESEL |
| GENERAC |
| GENERAL ELECTRIC |
| HONDA |
| HERCULES ENGINES |
| INTERNATIONAL HARVESTER |
| JOHN DEERE DIESEL |
| KATOLIGHT |
| KOHLER |
| LAKE SHORE |
| LIMA ELECTRIC |
| MARATHON |
| MAGNA ONE |
| MAGNETEK |
| MINNEAPOLIS MILONE |
| ONAN |
| PAVIL |
| RUSSELECTRIC |
| SUPERIOR & ENTERPRISE |
| WAUKESHA |
| WESTINGHOUSE |
| WHITE DIESEL ENGINE |

Note: Additional manufacturers may be added throughout the term of the contract. Vendors may list the manufacturer brand names/makes of portable generators that shall be available from your firm on their proposal.

## SECTION 4
## BID SUBMITTAL FORM

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

**OPENING: 2:00 P.M.**
**Wednesday**
**July 9th, 2008**

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.

| Issued | DPM | Date Issued: | This Bid Submittal Consists of |
|---|---|---|---|
| by:M.P.G. | Purchasing Division | 06/27/2008 | Pages 34 through 41 |

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

**PORTABLE GENERATORS PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

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

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

**DO NOT WRITE IN THIS SPACE**

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ NON-RESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **285-37**

******** M. Perez-Garviso ********

**FIRM NAME:** _____

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 41 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 41 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

FIRM NAME:_____

## CHECKLISTS FOR REQUIRED ATTACHMENTS:

**Refer to the details in Section 2, Paragraph 2.6**

| | GROUP 1<br>Purchase of New and Rebuilt Portable Generators (Units and OEM Parts) | |
|---|---|---|
| Reference: | Summarized Requirement: | Initial As Completed: |
| Paragraph 2.6.1 | Provide complete office address:<br>_____<br>_____<br>_____ | ____ |
| Paragraph 2.6.1 | Attach a list of the firm's key personnel, including their roles and contact information. The list shall include the personnel's applicable experience and their qualifications | ____ |
| Paragraph 2.6.2 | Enter your firm's facsimile (FAX) machine number, including area code:<br>Fax No. _____<br>Enter your firm's e-mail address:<br>E-mail_____ | ____ |

**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS: PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

FIRM NAME:_____

GROUP 1
Purchase of New and Rebuilt Portable Generators (Units and OEM Parts)

<table>
<tr><th>Reference:</th><th>Summarized Requirement:</th><th>Initial As Completed:</th></tr>
<tr><td>Paragraph 2.6.3</td><td>Below, list two references consisting of existing customers. The references listed must be customers that are currently receiving or have recently received from your firm the products described in this solicitation. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that your firm has successfully provided the products and services that your firm is offering under this solicitation. Additionally, bidders must attach two (2) current letter references from the firms listed. The letters shall be dated within six (6) months of the bid opening date and it shall be signed by an authorized manufacturer's representative
<table>
<tr><th>Company's Name ↓</th><th>Contact Person's Name ↓</th><th>Contact Person's Title ↓</th><th>Customer's Address ↓</th><th>Customer's Telephone Number ↓</th><th>Customer's E-mail Address ↓</th></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td><td></td></tr>
</table></td><td>____</td></tr>
</table>

**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

FIRM NAME:_____

GROUP 1
Purchase of New and Rebuilt Portable Generators (Units and OEM Parts)

Reference: Paragraph 2.6.4
List the manufacturer brand names/makes of portable generators that shall be available from your firm. Attach proof of your firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM products (manufacturer brand names/makes) listed.

| BRAND NAMES/MAKES ↓ | BRAND NAMES/MAKES ↓ |
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**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS PURCHASE OF NEW UNITS, PARTS, REPAIR AND MAINTENANCE SERVICES**

FIRM NAME:_____

| | Group 2:<br>Repair and Maintenance Services for Portable Generators | |
|---|---|---|
| Reference: | Summarized Requirement: | Initial As Completed: |
| Paragraph 2.6.5 | Provide complete repair shop address and telephone number:<br>_____<br>_____<br>_____<br>_____ | _____ |
| Paragraph 2.6.5 | Attach a list of the firm's key service personnel including their roles and contact information. The list must identify the service shop manager and include his/her qualifications | _____ |

**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS: PURCHASE OF NEW UNITS , PARTS, REPAIR AND MAINTENANCE SERVICES**

FIRM NAME:_____

GROUP 2
Repair and Maintenance Services for Portable Generators

| Reference: | | Summarized Requirement: | Initial A Complet |
|---|---|---|---|
| Paragraph 2.6.6 | 2.6.5.1 | List two (2) current references, consisting of existing customers. The references listed must be customers that are currently receiving or have recently received the generator repair services described in this solicitation. The references must include the company's name, and the name, title, address, and telephone number of the contact person who can verify that your firm has successfully provided the services that your firm is offering under this solicitation. Additionally, bidders must attach two (2) current letter references from the firms listed. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative. | |

| | Company's Name ↓ | Contact Person's Name ↓ | Contact Person's Title ↓ | Customer's Address ↓ | Customer's Telephone Number ↓ | Customer's E-mail Address ↓ |
|---|---|---|---|---|---|---|
| 1 | | | | | | |
| 2 | | | | | | |

**SECTION 4**
**BID SUBMITTAL FOR:**

**PORTABLE GENERATORS: PURCHASE OF NEW UNITS , PARTS, REPAIR AND MAINTENANCE SERVICES**

## 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:** PORTABLE GENERATORS: PURCHASE OF NEW UNITS , PARTS, REPAIR AND MAINTENANCE SERVICES

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this 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?
   Yes _____ No _____

   and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located ***outside*** the geographical boundaries of Miami-Dade County?
   Yes _____ No _____

**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*
*Department of Procurement Management*

## Affirmation of Vendor Affidavits

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

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

**Contract Title:** _____

### Affidavits and Legislation/ Governing Body

| | | | |
|---|---|---|---|
| 1. | ***Miami-Dade County Ownership Disclosure***<br>*Sec. 2-8.1 of the County Code* | 6. | ***Miami-Dade County Vendor Obligation to County***<br>*Section 2-8.1 of the County Code* |
| 2. | ***Miami-Dade County Employment Disclosure***<br>*County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code* | 7. | ***Miami-Dade County Code of Business Ethics***<br>*Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code* |
| 3. | ***Miami-Dade County Employment Drug-free Workplace Certification***<br>*Section 2-8.1.2(b) f the County Code* | 8. | ***Miami-Dade County Family Leave***<br>*Article V of Chapter 11 of the County Code* |
| 4. | ***Miami-Dade County Disability Non-Discrimination***<br>*Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95* | 9. | ***Miami-Dade County Living Wage***<br>*Section 2-8.9 of the County Code* |
| 5. | ***Miami-Dade County Debarment Disclosure***<br>*Section 10.38 of the County Code* | 10. | ***Miami-Dade County Domestic Leave and Reporting***<br>*Article 8, Section 11A-60 11A-67 of the County Code* |

Printed Name of Affiant | Printed Title of Affiant | Signature of Affiant

Name of Firm | Date

Address of Firm | State | Zip Code

### *Notary Public Information*

Notary Public – State of _____ County of _____

***Subscribed and sworn to*** (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public | Serial Number

Print or Stamp of Notary Public | Expiration Date | Notary Public Seal

# FAIR SUBCONTRACTING PRACTICES
**(Ordinance 97-35)**

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

☐ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

Signature Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

**Firm Name of Prime Contractor/Respondent:** _____

**Bid No.:** _____ **Title:** _____

This forms, 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

# MIAMI-DADE COUNTY
# CERTIFICATION OF RECYCLED ENVIRONMENTALLY ACCEPTABLE PACKAGING PRODUCT CONTENT

**RESOLUTION (R-738-92)**

| MINIMUM CERTIFIED CONTENT | | | | | | |
|---|---|---|---|---|---|---|
| Bid Item Number | RECYCLED PRODUCTS | | RECOVERED MATERIALS | | RECYCABLE PRODUCTS | |
| | % Composition | Type of Material | % Composition | Type of Material | % Composition | Type of Material |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |

**DEFINITIONS**

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

**"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.**

**"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.**

**"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.**

**I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.**

| | | |
|---|---|---|
| **NAME** | | |
| **ADDRESS** | | |
| **CITY** | **STATE** | **ZIP** |
| **SIGNATURE** | **TITLE** | |