



ADDENDUM NO. 5

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 1/11/12 at 2:00 PM

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

Please note the following change(s):

Change the bid opening date to: January 18, 2012 at 2:00 PM

Remove existing page 56 and replace with the attached page 56.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

A handwritten signature in cursive script that reads "Maria Hevia, CPPB". The signature is written in black ink and is positioned above a horizontal line.

Maria Hevia, CPPB

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

**REPAIR AND EMERGENCY SERVICES:
 GROUP VI - MIAMI DADE TRANSIT**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
1	200	Technician	\$ _____	\$ _____
2	200	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
3	150	Technician	\$ _____	\$ _____
4	150	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
5	\$4,558	Proposed Percentage Mark-up (not to exceed 10%)		\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP VI (Items 1 thru 5)		\$ _____



ADDENDUM NO. 4

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

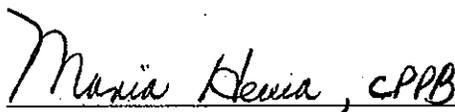
BID OPENING DATE: 1/11/12 at 2:00 PM

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

Please note the following change(s):

The attached form must be submitted for all projects with CSBE measures. For questions on how to complete this form please contact Kelly Duncombe, at kellyd@miamidade.gov.

This form must be submitted with the bid submittal forms.

A handwritten signature in cursive script that reads "Maria Hevia, CPPB". The signature is written in black ink and is positioned above a horizontal line.

Maria Hevia, CPPB

THIS FORM MUST BE COMPLETED
SCHEDULE OF INTENT AFFIDAVIT
COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM

Name of Prime Contractor Firm _____ Contact Person _____
 Address _____ Phone _____
 Project Name _____ Project Number _____
 CSBE Contract Measure _____ Fax _____

This form must be completed by the Prime Contractor and the CSBE Subcontractor that will be utilized for scopes of work on the project. Bidders must include this form in a separate envelope at the time of bid submission. This form must also include the percentage for CSBE make-up, if applicable.

Name of Prime Contractor	Certification No. <small>(if applicable)</small>	Certification Expiration Date <small>(if applicable)</small>	Type of CSBE work to be performed by Prime Contractor	Prime Contractor % of Bid
Prime Contractor Total Percentage:				

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	CSBE Make-Up		Type of CSBE work to be performed by Subcontractor	Subcontractor % of Bid CSBE	Make-Up % of Bid
			Yes	No			
Subcontractor Total Percentage:							

I certify that the representations contained in this form are to the best of my knowledge true and accurate.

Prime Signature _____ Prime Print Name _____ Prime Print Title _____ Date _____
 The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practices, and the ability to otherwise meet the bid specifications.

Subcontractor Signature _____ Subcontractor Print Name _____ Subcontractor Print Title _____ Date _____

Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.

Check this box if Form DBD 305A and Form DBD 305B have been submitted in your pricing envelope.



ADDENDUM NO. 3

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 1/11/12 at 2:00 PM

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

Please note the following change(s):

Correct the bid number as follows:

Bid Number: 5504-0/17

As indicated in Section 2, paragraph 2.5 of the solicitation package, this solicitation does not have options to renew.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.


Maria Hevia, CPPB



ADDENDUM NO. 2

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

CURRENT BID OPENING DATE: 12/21/11 at 2:00 PM

MODIFIED BID OPENING DATE: 1/11/12 at 2:00 PM

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

Please note the following change(s):

Change the Bid Opening Date to: January 11, 2012 at 2:00 PM

In Section 2 – Special Conditions, the following changes:

Delete existing paragraph 2.2 and replace with the following:

2.2 PARTICIPATION MEASURES FOR COMMUNITY SMALL BUSINESS ENTERPRISES

Groups I – Miami Dade Corrections and Rehabilitation, IV – Miami Dade Police, V – Miami Dade Fire Rescue and VI – Miami Dade Transit, are set-aside for firms certified by Miami-Dade Sustainability, Planning and Economic Development Department as **Community Small Business Enterprises (CSBE)**. These groups can only be awarded to CSBE.

For information regarding Community Small Business Enterprise, contact the Sustainability, Planning and Economic Development Department, telephone number (305) 375-3111.

Delete existing paragraph 2.3 and replace with the following:

2.3 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on January 5, 2012 at 10:00 AM at Stephen P. Clark Center in the main conference room of the 19th floor to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring the solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

Delete existing paragraph 2.22 and replace with the following:

2.22 MIAMI-DADE COUNTY LIVING WAGES – Intentionally Omitted

Miami Dade County Living Wages do not apply to this contract.

Add the following paragraph:

2.35 MIAMI-DADE COUNTY RESPONSIBLE WAGES AND BENEFITS APPLIES TO THIS CONTRACT, SEE COPY ATTACHED.

In Section 3, Technical Specification, the following changes:

Add the following Group to paragraph 3.6:

f. GROUP VI – MIAMI DADE TRANSIT

A representative of Miami Dade Transit will contact the awarded vendor when repair service is needed. No maintenance service is required.

Add the following Group to paragraph 3.7:

F. **GROUP VI - MIAMI DADE TRANSIT**

1	William Lehman Facility 6601 NW 72nd Avenue
2	Central Bus Facility 3300 NW 32nd Avenue
3	Northeast Facility 360 NE 185th Street
4	Coral Way Facility 2775 SW 74 Avenue

In Section 4, Bid Submittal Form, the following changes:

Remove existing pages 56, 57 and 58 and replace with the attached pages 56, 57, 58, and 59.

Delete the attachment to the solicitation entitled: "Small Business Enterprise Program (SBE)".

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.



Maria Hevia, CPPB

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

**REPAIR AND EMERGENCY SERVICES:
 GROUP VI – MIAMI DADE TRANSIT**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
1	10724	Technician	\$ _____	\$ _____
2	10724	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
3	12066	Technician	\$ _____	\$ _____
4	12066	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
5	\$4,558	Proposed Percentage Mark-up (not to exceed 10%)		\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP VI (Items 1 thru 5)		\$ _____

SECTION 4
BID SUBMITTAL FOR:
SECURITY GATES, 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: _____

PRINT NAME: _____ TITLE OF OFFICER: _____

BID SUBMITTAL FORM

Bid Title: SECURITY GATES, 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.

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

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

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

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

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. 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 interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
Yes _____ No _____
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
Yes _____ No _____



BID SUBMITTAL FORM
SECURITY GATES SERVICES

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____-____-____-____-____

Prompt Payment Terms: ____% ____ days net ____ days

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

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

MIAMI-DADE COUNTY, FLORIDA

RESPONSIBLE WAGES AND BENEFITS SECTION 2-11.16 OF THE CODE OF MIAMI-DADE COUNTY

SUPPLEMENTAL GENERAL CONDITIONS

WAGES AND BENEFITS SCHEDULE

(Construction Type: **Heavy**)

Heavy Construction projects are those projects that are not properly classified as either "Building" or "Highway".

NOTICE TO EMPLOYEES

FAIR WAGE AFFIDAVIT

PAYROLL FORM WH-347
(For Contractors Optional Use)

2011

INDEX
RESPONSIBLE WAGES AND BENEFITS
Construction Type: Heavy

A. SUPPLEMENTAL GENERAL CONDITIONS

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B. WAGES AND BENEFITS SCHEDULES

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C. NOTICE TO EMPLOYEES

D. FAIR WAGE AFFIDAVIT

E. PAYROLL FORM WH-347

SUPPLEMENTAL GENERAL CONDITIONS TO BIDDERS

Bidders are advised that the provisions of §2-11.16 et seq., Code of Miami-Dade County, Responsible Wages on County Construction Contracts, will apply to any contract awarded pursuant to this bid. By submitting a bid under these provisions, a bidder agrees to comply with these provisions of the Code and to acknowledge awareness of the penalties for non-compliance. A copy of the Code may be obtained from the department issuing the specifications for this bid or online at <http://www.municode.com/resources/gateway.asp?pid=10620&sid=9>.

This Supplemental General Condition is organized with the following sections:

1. Minimum Wages; Fringe Benefits; Complaints, and Posting of Information.
2. Liability for Unpaid Wages; Liquidated Damages; Withholding
3. Payrolls, Basic Records and Reporting
4. Subcontracts
5. Complaints and Hearings; Contracts Termination and Debarment
6. Apprentices and Trainees

1. MINIMUM WAGES AND POSTING OF INFORMATION

A. Minimum Wages.

All employees working on the project must be paid the hourly rate and benefits listed in the Wages and Benefits Schedule. Payment to workers shall be made in the form of check, money order or direct deposit. Cash payments are not allowed. The rates paid shall be not less than those contained in the Wage and Benefits Schedule regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Wage and Benefits Schedule. Paying below the base rate is not acceptable, even if the value of the fringe benefits exceed the value of the required contribution. Paying the base wage rate or above and making payments to legitimate fringe benefits providers on behalf of workers is acceptable.

Wages and benefits listed in the Wages and Benefits Schedule, previously revised every calendar quarter, will be reviewed and increased, if appropriate, once a year, on January 1st. The rates for wages and benefits to be paid for work performed under this contract and during each subsequent calendar year will be the rate in effect on January

1st of the year in which the work is performed.

B. Fringe Benefits.

The contractor, or any subcontractor under the contractor, may pay the base rate to the employee plus pay contributions to employee benefit plans; or, pay the base rate plus the benefit rate in the Wages and Benefits Schedule in the form of check, money order or direct deposit, but not cash. If the value of the fringe benefits is less than the hourly amount required in the wage schedule the difference must be paid to the employee. Payments made to health insurance companies for hospitalization and medical costs, to dental insurance companies, retirement plans, and life insurance companies are fringe benefits.

C. More than One Classification

Workers must be paid the appropriate base rate and fringe benefits on the Wages and Benefits Schedule for the classification of work actually being performed without regard to skill. Workers performing work in more than one classification may be paid at the rate listed for each classification for the time they worked; however, the employer's payrolls must accurately show the time spent in each classification in which work is performed.

D. Davis-Bacon

For any class of worker that is NOT listed in the Wages and Benefits Schedule, the minimum wage rate is the "basic hourly rate of pay" (as defined in 29 C.F.R. § 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis-Bacon Wage Schedule in effect for Miami-Dade County. If you do not find a wage classification in the Wages and Benefits Schedule that describes the work actually being done, you must contact the Department of Small Business Development before using a Davis-Bacon wage rate to pay workers. Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classifications will be determined by the County.

E. Complaints by Workers.

Any complaints of underpayment by the workers should be filed with:

Penelope Townsley, Director
Department of Small Business Development
111 N.W. 1st Street, 19th Floor
Miami, Florida 33128
(305) 375-3111.

Neither the contractor, nor any subcontractor on the project, may terminate an employee performing work on the contract because of such employee's filing a complaint regarding underpayment of required wage rates.

F. Posting of Wages

The contractor and all subcontractors must permanently post the Wages and Benefits Schedule, together with a notice of the fines that may be assessed to the contractor or subcontractor, for failure to pay the required wage rates, at the site where the contract work is being performed in a prominent and accessible place where it can be easily seen by the workers. Failure to post the Wage and Benefits Schedule will be the basis of a violation.

2. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. Compliance by Bidders.

In the event of underpayment of the required wage rates, the contractor shall be liable to the underpaid employee for the amount of such underpayment. In addition, the contractor shall pay a penalty in accordance with the requirements of the Code and section 2B of below. Bidders must pay all back wages and penalties on previous contracts before being awarded a new contract.

B. Penalties

In addition to any under payment due to employees, contractors may be fined a penalty in an amount equal to 10% of the first underpayment; 20% of the amount of the second underpayment; for the third and successive underpayments, a penalty in an amount equal to 30% of the underpayment. A fourth violation will constitute a default of the contract and may be cause for a suspension or termination. If the required payments are not made within the specified period of time, the non-complying contractor and principal owners thereof shall be prohibited from bidding on or participating in County contracts for a period of three (3) years.

C. Withholding Contractor Payments.

The County may stop payment of monies to the contractor necessary to pay any wages that are required and any penalties owed by the contractor or subcontractor. The withheld monies shall be given to the employee only in accordance with the provisions of Section 5, "Complaints and Hearings; Contract Termination and Debarment".

3. PAYROLL; BASIC RECORDS; REPORTING

A. Payroll Records.

The contractor, and all subcontractors, must keep accurate written records, signed under oath as true and correct, showing payment of the required wages. These records must include the name, social security number of each worker, his or her address, correct classification, per hour rates of wages paid (including rates of contributions or costs anticipated for legitimate fringe benefits), and daily and weekly number of hours worked on this project. In addition, the contractor must submit a list of all subcontractors and the payrolls of each subcontractor that include the name, social security number, address and phone number, per hour rate for wages paid (including costs of legitimate fringe benefits), and the daily and weekly number of hours worked on this project. Contractors employing apprentices or trainees under approved programs shall keep records of the registration or apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and wage rates as required by the applicable programs, in accordance with the provisions of Section 6 "Apprentices and Trainees".

B. Form.

The contractor shall submit all payrolls with each request for payment. Information submitted on U.S. Department of Labor form WH-347 or on a form acceptable to the County as its equivalent, and which is signed under oath, will satisfy these requirements.

C. Inspection of Records.

The contractor or subcontractor must make these records available for inspection and copying by an authorized representative of the County, and shall allow such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the reports or make the records on which they are based available, the County may, after written notice to the contractor, cause the stoppage of payments. Also, failure to submit the reports upon request or make the records available may be reason for debarment. The prime contractor is responsible for the submission of the information required and for the maintenance of records and provisions of access to same by all subcontractors.

4. SUBCONTRACTS

The contractor must insert into any subcontracts the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions and also a clause reminding their subcontractors to include these paragraphs in any lower tier subcontract. The prime contractor will be responsible for compliance by all subcontractors and their lower tier subcontractors with the clauses set forth in paragraphs 1 through 6 of this Supplemental General Conditions. In the event of non-payment or underpayment of the required wages, the prime contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

5. COMPLAINTS AND HEARINGS; CONTRACT TERMINATION AND DEBARMENT

A. Complaints.

Upon receipt of a written complaint or identification of a violation pertaining to an employee wage underpayment of the required overall hourly rates, the County will notify the contractor or subcontractor employing said workers of the complaint/violation. The notice shall include a brief description of the said complaint/violation, the dollar amount that the contractor or subcontractor is liable for in back wages and fines, the required corrective action(s) to be taken and the due date for payment of back wages and fines or to request a compliance meeting. Failure to comply or request a compliance meeting within the due date specified (30 days, see Administrative Order 3-24) shall constitute a waiver of the contractor's or subcontractor's right to a compliance meeting, and that such waiver shall constitute an admission of the complaint/violation.

The County may withhold from the contractor so much accrued payments as may be considered necessary by the Contracting Officer to pay employees of the contractor or subcontractor under them for the performance of the contract work, the difference between the combined overall hourly wage rate and benefits required to be paid by the contractor to the employee on the work and the amounts received by such employee and to satisfy any fines outstanding where violations have been found. In the event of failure of such negotiations, the prime contractor may request the appointment of a hearing officer.

B. Hearings.

The Compliance Officer shall request the County Manager or his or her designee to appoint a Hearing Officer within fifteen (15) days of the time at which all means to resolve the complaint/violation have been exhausted. The County Manager shall attempt to appoint a hearing officer within thirty (30) days from the receipt of request.

Upon the appointment of a hearing officer the County will notify the contractor or subcontractor within five (5) days of the hearing date pertaining to said complaint. The County Manager will review the findings and recommendations of the hearing officer, and decide to accept or reject the recommendations of the Administrative Hearing Officer either with or without modifications.

C. Penalties.

If the County Manager determines that the contractor or subcontractor substantially or repeatedly failed to comply, the non-complying contractor or subcontractor and the principal owners thereof shall be prohibited from bidding or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works for a period of three years. 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 and may be grounds for termination of the contract, and for debarment.

6. APPRENTICES AND TRAINEES

A. Apprentices.

Apprentices will be permitted to work at less than the rate listed in the Wages and Benefits Schedule for the work they perform when they are employed pursuant to and individually registered in a legitimate apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his or her first 90 days probationary employment who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

The number of apprentices shall not be greater than the ratio listed in the Wages and Benefits Schedule. Any worker listed as an apprentice on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the wage on the Wages and Benefits Schedule for the classification of work actually performed.

B. Apprentice Ratio.

If the number of apprentices working on the project, is greater than the ratio permitted, the apprentices must be paid the journeyman wage rate on the Wages and Benefits Schedule for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in the percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at least the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable schedule.

C. Apprentice Fringe Benefits.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable apprentice classification; fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is provided.

D. Trainees

The rules for trainees are similar to those of apprentices. Except as provided in 29 C.F.R. § 5.16, trainees cannot work for less than the predetermined rate listed in the Wages and Benefits Schedule unless they are registered in a program certified by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site must not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the Trainee Program. If the Trainee Program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the administrator of the wage and hour division determines that the rate is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination, which provides for less than the full fringe benefits for apprentices.

E. Summary of Apprentices and Trainees.

Any worker who is not registered in a training plan approved by the Employment and Training Administration must be paid not less than the wage rate on the Wages and Benefits Schedule for the work actually performed without regard to skill. In addition, if the number of apprentices and trainees is in excess of the ratio permitted under the registered program, then the wages that must be paid are those listed on the Wages and Benefits Schedule for the work actually performed by the apprentices or trainees. If the Employment and Training Administration cancels approval of an apprenticeship or training program, the contractor will no longer be permitted to pay the trainees or apprenticeship rate.

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BRICKLAYERS & ALLIED CRAFTSMEN

Mechanics	\$ 20.00	\$ 2.15	\$ 3.40	\$ 25.55
Tile Finishers	15.00	2.15	3.40	20.55
Tile and Marble Helpers	13.00	2.15	3.40	18.55
Material Support & Clean Up Personnel (2)	10.00	2.15	3.40	15.55
Working Foreman	21.00	2.15	3.40	26.55
General Foreman	23.10	2.15	3.40	28.65
Industrial Rates	23.00	2.15	3.40	28.55
Refractory Rates	23.00	2.15	3.40	28.55

Apprentices:

1st 6 month period	\$ 12.00	\$ 2.15	\$ 3.40	\$ 17.55
2nd 6 month period	14.00	2.15	3.40	19.55
3rd 6 month period	16.00	2.15	3.40	21.55
4th 6 month period	17.00	2.15	3.40	22.55
5th 6 month period	18.00	2.15	3.40	23.55
6th 6 month period	19.00	2.15	3.40	24.55

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

(2) This classification may only be used for personnel working with Bricklayers.

Scope of work under this trade includes all work performed in the trade of brick, stone, artificial, cement and marble masonry; plastering, marble, mosaic; terrazzo work, tile layer's work, cement or concrete block laying and pointing, caulking, grouting and cleaning of the material used in this work, together with any and all materials, natural or artificial, rough or cultured; whether quarried, manufactured or any substitute or replacement; precast erectors, pool specialist and roof deck applicators. Also includes the caulking of window frames encased in masonry on brick, stone or cement structure including all grinding and cutting out on such work. All cork installation and substitute thereof, where cement or other plastic materials are used, when such cork is installed in floors, wall, partitions, roofs and ceiling, including cutting of closures to fill out corners.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

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CARPENTERS

Journeymen	\$ 22.20	\$ 4.22	\$ 1.60	\$ 28.02
Foremen (5 or more workers)	23.98	4.22	1.60	29.80
Foremen (12 or more workers)	24.86	4.22	1.60	30.68
General Foreman	25.75	4.22	1.60	31.57
Apprentices				
1st 6 month period	\$ 13.77	\$ 4.22	\$ 1.60	\$ 19.59
2nd 6 month period	14.88	4.22	1.60	20.70
3rd 6 month period	15.99	4.22	1.60	21.81
4th 6 month period	17.10	4.22	1.60	22.92
5th 6 month period	18.21	4.22	1.60	24.03
6th 6 month period	19.32	4.22	1.60	25.14
7th 6 month period	20.43	4.22	1.60	26.25
8th 6 month period	21.54	4.22	1.60	27.36

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes:

The erection of all Ceiling Materials, all types of component parts of all types of Ceiling, and all Grid Systems regardless of their material or composition or method of manner of installation, attachment or connection; cross furring, stiffeners, braces, all bars regardless of material or method of attachment; all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, taping and finishing, all maintees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and insulation and all finish ceilings materials, regardless of method of manner of installation; and all layout work, including the use of level, transit laser, and any other instrument or tool in use or adaptable to the work herein.

All work in connection with installation, erection, taping and finishing, application of gypsum board and of all drywall materials, regardless of composition, and regardless of the method of manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, installation and preparation of flooring and floor covering and flooring products (inclusive of vinyl, ceramics, recessed/computer flooring) studs, stiffeners, cross bracing, fire blocking, resilient channels, furring channels, metal doorbucks, and metal window frames, movable partitions, regardless of composition and accessories, the handling of all these items regardless of the packaging or protection used; backing board of all systems (including but not limited to thin coat and other finished systems); fireproofing of beams, and columns and chases (except sprayed on); rigid, sound and thermal insulation materials, also insulation used for the purposes, but not limited to fireproofing, soundproofing, thermal, etc.; preparation of all openings for lighting, air vents or other purposes.

All work connected with the handling, cutting, fitting and installation of gypsum board, to be used as insulation and/or as fire retardant on field-assembled insulated metal panels. All work in connection with the handling, cutting, fitting, and installation of gypsum board which may be used for supply duct, shaft walls, exhaust duct and bathroom ventilation rises (including metal framing and grills), and regardless of the purpose, type or method or manner of installation, attachment or connection (free standing or connected); all layout work including the use of the level, transit, laser and any other instrument or tool in use or adaptable to the work.

All work in connection with the installation and erection of all temporary protection, dust proof partitions and enclosures.

Installation and attachment of the miscellaneous iron and steel that penetrates the drywall or acoustical materials and serves as a support system pertaining to any work normally performed by Carpenters. The installation, fastening, and connection of all types interior or exterior fixtures, light iron and metal studs, interior and exterior light gauge steel, framing and all types of furring, regardless of composition, erected to receive gypsum (plain, vinyl/covered, sheet lead lined), walls, partitions, ceiling heat panels, backing boards, or acoustical materials.

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Prefabrication or construction of forms for footing or foundations buildings, structures of all descriptions, whether made of wood, metal, plastic or any other type of material, the erecting of structural parts of a building, or structure made of wood or any substitute such as plastics or composition materials, that puts together roofs, partitions, fabricates or erects forms for decking or other structural parts of a building, or any structure, and dismantling of all forms. All framing in connection with the setting of metal columns. The settings of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one. The making and setting of all forms used in concrete work.

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ELECTRICAL WORKERS

LESS THAN \$2 MILLION (Electrical portion of Contract)

Journeyman:				
Wiremen	\$ 27.15	\$ 5.35	\$ 2.99	35.49
Cable Splicer	27.65	5.35	3.04	36.04
Welder	27.65	5.35	3.04	36.04
Foremen	29.87	5.35	3.29	38.51
General Foremen (22 or more Journeyman)	32.58	5.35	3.58	41.51

OVER \$2 MILLION (Electrical portion of Contract)

Journeyman:				
Wiremen	\$ 29.61	\$ 5.35	\$ 3.26	38.22
Cable Splicers	30.11	5.35	3.31	38.77
Welders	30.11	5.35	3.31	38.77
Foremen	32.57	5.35	3.58	41.50
General Foremen	35.53	5.35	3.91	44.79

Apprentices:

First year	\$ 14.39	\$ 5.35	\$ 1.58	21.32
Second year	15.15	5.35	1.67	22.17
Third year	16.83	5.35	1.85	24.03
Fourth year	18.39	5.35	2.02	25.76
Fifth year	20.91	5.35	2.30	28.56

Add \$1.00 per hour to the per hour wage rate for Journeyman working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

On any job where three (3) Journeyman are employed, one shall be designated foreman. One (1) additional Journeyman shall be designated foreman if there are 10-14 Journeyman, and one (1) additional for 15-21 Journeyman.

Includes installation, repair, alter, add or change any electrical wire fixtures, appliance, apparatus, raceways conduit or a part there of which generates, transmits, transforms or utilizes electrical energy in any form for heat, light, or power including the electrical installations within plants and sub-stations, traffic signalization, additionally, work of installing a low voltage fire alarm systems. The installation of structured cabling systems for transmission of voice, data and video signals.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeyman.

Electrical rates listed on this schedule are based on the total value of the electrical work of the project which cannot be broken down into smaller projects/contracts to avoid payment of the established wages.

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ELECTRICAL WORKERS (ELECTRIC SIGN)

Journeyman:				
Wireman	\$ 24.75	\$ 5.35	\$ 2.72	\$ 32.82
Foremen	27.22	5.35	2.99	35.56
General Foremen	29.70	5.35	3.27	38.32
Apprentices:				
First Year	\$ 13.12	\$ 5.35	\$ 1.44	\$ 19.91
Second Year	13.86	5.35	1.52	20.73
Third Year	15.34	5.35	1.69	22.38
Fourth Year	16.83	5.35	1.85	24.03
Fifth Year	19.06	5.35	2.10	26.51

Add \$2.00 per hour to the per hour wage rate for Journeyman working in high hazardous locations.

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

On any job where seven (7) Journeyman are employed, one shall be designated forman.

APPRENTICE RATIO: Two (2) Apprentice to three (3) Journeyman.

Scope of work includes: installation, alteration, dismantling or removing of all Electrical signs or displays, whether luminous tube, receptacle, plastic or reflector type; the installation of all interior neon tubing for lighting or decorating all secondary conduit work, flashers, timers or other auxiliary equipment, also the steel structures for the support of signs or displays. In the event of billboards or displays not served from an existing building or group of buildings and which itself is an individual entity, having its own service and meter, all such service conduit meter and secondary conduit. Also covered is the service, maintenance and patrolling of all electrical equipment on signs, displays and tube lighting after they have been erected and in operation.

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IRONWORKERS

Journeyman	\$ 23.94	\$ 3.65	\$ 1.78	29.37
Foreman (2)	25.94	3.65	1.78	31.37
General Foremen (2)	27.94	3.65	1.78	33.37

Apprentices:

First 6 months (1000 Hrs)	\$ 12.02	\$ 0.75	\$ -	12.77
Second 6 months (1000 Hrs)	13.23	0.75	-	13.98
Third 6 months (1000 Hrs)	14.43	0.75	-	15.18
Fourth 6 months (1000 Hrs)	15.63	3.65	-	19.28
Fifth 6 months (1000 Hrs)	16.83	3.65	-	20.48
Sixth 6 months (1000 Hrs)	18.03	3.65	-	21.68
Seventh 6 months (1000 Hrs)	19.24	3.65	-	22.89
Eighth 6 months (1000 Hrs)	20.44	3.65	-	24.09

Per Hour Premiums:

Diving Pay add Journeyman wages plus \$5.00

(1) Per hour health benefit includes hospitalization, medical and life insurance.

(2) Required when 2 or more Ironworkers are employed by one employer. When a crew exceeds 12 or more, another foreman is required. A General Foreman is required if three or more Ironworker Foreman are employed on a job.

Scope of work under this trade includes erection and installation of all bridges, structural, ornamental, reinforcing, and reinforcing ironwork; which includes but is not limited to the following: reinforcing steel (rebar), post tensioning (cables), structural steel and iron, miscellaneous steel and iron, stairs - joist - decking, curtains and window walls, storefronts - windows, metal doors (manual and electric), glass doors (manual and electric) glass slider doors, screens - fences, tilt walls - precast - stone, space frames - skylights, pre-engineered metal buildings, cladding covers (all types) column covers (all types), towers - cranes - hoists, standing seam metal roofs, handrails - rails (all types), rigging - welding, conveyors - erectors and maintenance, and glazing - caulking - sealants.

APPRENTICE RATIO: 33 1/3% of the work force may be Apprentices/Trainees

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****This classification cannot be used for unskilled employees performing work in other trades. Employees must be paid in accordance with the type of work being performed without regard to skill.**

LABORERS

Laborer Journeyman	\$ 14.00	\$ 2.50	\$ 1.92	\$ 18.42
Laborer Journeyman (Industrial)	18.75	2.50	1.92	23.17
Apprentices				
1st 6 month period	\$ 11.20	\$ 2.50	\$ 1.92	\$ 15.62
2nd 6 month period	11.90	2.50	1.92	16.32
3rd 6 month period	12.60	2.50	1.92	17.02
4th 6 month period	13.30	2.50	1.92	17.72

Per Hour Premiums:

\$1.00 Laborer Foreman

\$1.50 Laborer General Foreman

\$0.50 Mason and Plasterer Tenders, Concrete Placement-Patchmen and Finish Tenders, Scaffold Builders, Strippers and Wreckers, Electric and Air Hammers, Concrete Grinders, Saws, Coring Machines, Nozzle and Hopper and Mixers, Cutting Torch, Hydro Blasting, Chain Saw.

\$2.50 Asbestos Removal, Hazardous Waste and Lead Remediation

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work includes tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials. Unloading, handling and distributing of all materials, fixtures, furnishings and appliances from point of delivery to point of installation. Cleaning and clearing of all debris. Ageing and curing of concrete, mortar and other materials.

Scaffolds - erection, planking and removal.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmissions Lines - Excavation for building and all other construction, digging of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes, and irrigation trenches, canals and all handling filling and placing of sand bags connected therewith. All drilling, blasting and scaling on the site or along the right of way, as well as all access roads, reservoirs, including areas adjacent or pertinent to the construction site, installation of temporary lines. Preparation and compacting of roadbeds for highway construction and the preparation of trenches, footings, etc. for cross country transmission or underground lines or cables. On site preparation and right-of-way clearance, for construction of any structures or the installation of trafficand transportation facilities such as highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc.

Concrete, Bituminous Concrete and Aggregates - Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or other process. Wrecking, stripping, dismantling and handling concrete forms and falsework. Placing of concrete or aggregates whether poured, pumped, gunnited, or placed by any other process. All vibrating, grinding, spreading, flowing, puddling, leveling and strike off of concrete aggregates by floating rodding or screeding, by hand or mechanical means prior to finishing. The filling and patching of voids, crevices etc. to correct defects in concrete.

streets, ways, courts, underpasses, overpasses, bridges, approaches, and slope walls and the grading and landscaping thereof: Cleaning, grading, fence or guard rail, installation and/or removal for streets, highways, roadways, apron, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of roadbeds and subgrade for all paving, including excavation, dumping and spreading of subgrade material, ramming or otherwise compacting, setting, leveling, and securing or bracing of metal or other road forms and expansion joints, Cutting of concrete for expansion joints. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefor. The setting, leveling and grouting of all pre-cast concrete or stone curbs sections. Installation of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work.

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****This classification cannot be used for unskilled employees performing work in other trades. Employees must be paid in accordance with the type of work being performed without regard to skill.**

LABORERS - Continued

Trenches, Manholes, Handling and Distribution of Pipe, etc. - Cutting of streets and ways for laying pipes,, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, Grading, and resurfacing and all other labor connected therewith.

Sewers, Drains, Culverts and Multiplate - Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe and multiplate. All digging, driving of sheet piling, lagging, bracing, shoring and cribbing, breaking of concrete back-filling, tamping, re-surfacing and paving of all ditches in preparation for the laying of pipe. Pipelaying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers, and all pipe for drainage.

Underpinning, Lagging, Bracing, Propping and Shoring; Drilling and Blasting; Signal Men; General Excavation and Grading; Wrecking; and Railroad Track Work.

APPRENTICESHIP RATIO: One (1) Apprentice to three (3) Journeymen

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MILLWRIGHTS, MACHINERY ERECTORS & DIVERS (2)

Journeyman Millwright	\$ 26.93	\$ 3.30	\$ 6.30	\$ 36.53
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Per Hour Premiums:

\$2.00 Foreman (Required if 2 or more Millwrights on job; no Foreman shall supervise more than 10 Millwrights)
 \$3.00 General Foreman (Required if more than one Foreman is required and can serve as a Crew Foreman.)

Apprentices:

1st 6 months	\$ 16.16	\$ 3.30	\$ 6.30	\$ 25.76
2nd 6 months	17.50	3.30	6.30	27.10
3rd 6 months	18.85	3.30	6.30	28.45
4th 6 months	20.20	3.30	6.30	29.80
5th 6 months	21.54	3.30	6.30	31.14
6th 6 months	22.89	3.30	6.30	32.49
7th 6 months	24.24	3.30	6.30	33.84
8th 6 months	25.58	3.30	6.30	35.18

Journeyman Divers (3)	\$ 32.29	\$ 3.30	\$ 6.30	\$ 41.89
Diver Foreman	35.29	3.30	6.30	44.89
Diver Foreman (11 or more workers)	37.29	3.30	6.30	46.89
Diver Tenders	29.29	3.30	6.30	38.89

(1) Per hour health benefit includes hospitalization, medical and life insurance.

Scope of work includes installation, assembly, and, when necessary, dismantling machinery in factories, power plants, and construction sites.

Diver classification applies to any Millwright that performs work beneath the water surface.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

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<u>OPERATING ENGINEERS</u>				
<u>Group I</u> All Cranes Over 15 Tons Capacity Holsts, 2 & 3 drum only Utility Operator (Grouped Misc. Equipment)	\$ 27.58	\$ 4.00	\$ 4.50	36.08
<u>Group I-A</u> Cranes (w/CCO Certification)	\$ 28.08	\$ 4.00	\$ 4.50	36.58
<u>Group II</u> Dragline Grader, Sub-Grade Drill Rig, Truck Mounted, (Sterling Class) Concrete Pump, Truck Mounted Concrete Placing Booms	\$ 24.51	\$ 4.00	\$ 4.50	33.01
<u>Group III</u> Yard Crane Hydraulic Crane, Capacity 15 Ton and Under Dozer Gradall Front-End Loaders Backhoe-Loader Combination Track Hoe/Excavator Skid Steer/Bobcat Pavement Breakers Straddle Buggy/Travel Lift Trenching Machine Mechanic Welder	\$ 21.00	\$ 4.00	\$ 4.50	29.50
<u>Group IV</u> Asphalt Paving Machine Batching Plant Boring Machine Concrete Pump, Traller Mounted Forklift	\$ 20.44	\$ 4.00	\$ 4.50	28.94

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PAINTER

Painter - Commercial	\$ 16.00	\$ 3.00	\$ 2.50	\$ 21.50
Painter - Industrial	19.50	3.80	3.25	26.55
Painter - Bridges, Nuclear Power Plants	23.00	3.80	3.40	30.20

Apprentices

1st 6 months	\$ 10.40	\$ 3.00	\$ 0.15	\$ 13.55
2nd 6 months	11.20	3.00	0.15	14.35
3rd 6 months	12.00	3.00	0.15	15.15
4th 6 months	12.80	3.00	0.15	15.95
5th 6 months	13.60	3.00	0.15	16.75
6th 6 months	14.40	3.00	0.15	17.55
7th and 8th 6 months	15.20	3.00	0.15	18.35

Per Hour Premiums:

\$1.00 Chargeperson working up to 5 employees

\$1.50 Chargeperson working 6 or more employees

\$1.00 General Foreman above highest paid chargeperson.

Scope of work includes, but is not limited to: (1) preparation, application and removal of all types of coatings and coating systems in relation to all painting, decorating, protective coatings, coating and staining of concrete floors and toppings, waterproofing, masonry restoration, fireproofing, fire retarding, metal polishing, refinishing, sealing, lining, fiber glassing, E-Glass fiberglass, carbon fiber, encapsulating, insulating, metalizing, flame spray, the application of Exterior Insulating Finishing Systems;

(2) Each and all such applications, and similar or substitute applications, on all surfaces, interior and exterior, to include, but not to be limited to: residences; buildings; structures; industrial, power, chemical and manufacturing plants; bridges; tanks; vats; pipes; stacks; light and high tension poles; parking, traffic and air strip lines; trucks; automobile and railroad cars; ships; aircraft; and all machinery and equipment;

(3) Any and all material used in preparation, application or removal of any paint, coatings or applications, including, but not limited to: the handling and use of thinners, dryers, sealers, binders, pigments, primers, extenders, air and vapor barriers, emulsions, waxes, stains, mastics, plastics, enamels, acrylics, epoxies, epoxy injection and T-Lock welding, alkalis, sheet rubber, foams, seamless and tile-like coatings, etc.;

(4) All preparation for and removal of any and all materials for finishes, such as deep cleaning, patching, all levels of finishing, taping/finishing skim coating, pointing, caulking, high pressure water, chemical and abrasive blasting, environmental blasting, wet/dry vacuum work, chemical stripping, scraping, air tooling, bleaching, steam cleaning, asbestos and lead abatement/removal; mold remediation and vapor barrier systems;

(5) The inspection of all coatings and/or coating systems during their applications.

(6) All material applied to walls or ceilings with adhesive, staples, tacks, by stretching or adhered by any other method, including all papers, vinyl, flexible woods, fabrics, borders, metals upholstered wall systems, the fabric covered panels made of plastic/wood or pre-finished products of micro fiberglass, etc., acrovin and various plastic wall coverings such as wainscot, caps, corner moldings and accessories;

(7) Any and all preparation of walls and ceilings such as scraping or any methodology for removal of existing materials, including patching, leveling, skim coating and priming.

(1) Per hour health benefit includes hospitalization, medical and life insurance.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
PILEDRIVERS, BRIDGE CARPENTERS & DIVERS				
Journeyman Piledrivers and Bridge Carpenters				
	\$ 22.20	\$ 3.45	\$ 5.00	\$ 30.65
Foremen (10 or less workers)	24.70	3.45	5.00	33.15
Foremen (11 or more workers)	25.00	3.45	5.00	33.45
Journeyman Divers				
	\$ 27.65	\$ 3.40	\$ 5.00	\$ 36.05
Foremen (10 or less workers)	29.65	3.40	5.00	38.05
Foremen (11 or more workers)	31.65	3.40	5.00	40.05
Diver Tenders	22.20	3.40	5.00	30.60
Apprentices:				
1st year	\$ 13.32	\$ 3.45	\$ 5.00	\$ 21.77
2nd Year	15.54	3.45	5.00	23.99
3rd Year	17.76	3.45	5.00	26.21
4th Year	19.98	3.45	5.00	28.43

Per Hour Premiums:

\$0.50 Certified Welders

(1) Per hour health benefit includes hospitalization, medical, and life insurance.

Scope of work under this trade includes all work historically related to piledrivers, welders, drillers, burners, riggers, divers, bridge, deck and wharf builders, signaling, and highway construction. Such work includes, but is not limited to, the following kinds, classes, or descriptions of work: fabricating, erecting, dismantling, unloading, moving, spotting, and handling of all piledriving equipment on the jobsite;

Jobsite moving and spotting of barges used in connection with piledriving work; anchoring, bolting, boom-tending, bracing, building, burning, capping, caulking, cutting, chipping of all types of piles, dismantling, drilling, erecting, fabricating, fitting, handling, tagging, loading, moving, plumbing, rafting, securing, signaling, spotting, welding, wrapping, and tying back, unloading and removing, all materials of any kind, make, shape or composition, whether prestressed or poststressed concrete, pipe, corrugated shell where power rigging is used, sand piles, sheet piles, auger cast type piling, wood, plastic, fiberglass, steel or any metal or synthetic which is used or installed in, or for, the building, construction, alteration, maintenance, or repair of wharfs, bridges, docks, piers, bulkheads, trestles, cofferdams, tunnels, seawalls, seawall caps, boardwalks deck, and temporary flotation devices;

Pillings used in retaining walls, reservoirs, ditches, canals, spillways, cuts, or in any place where retaining walls are used made of any kind of material, whether temporary or permanent; weights for piers, caissons, and test piles;

Foundation work, including all piling, whether cast-in-place, poured-in-place, driven, jetted, augered, pre-augered or placed, and all caisson, drilled shaft and vibro-flotation foundations;

The splicing, heading, placing of stringers for frame work, fabrication and placing of walling, spring fender lines of any material described above;

The driving, vibrating, jetting, sinking, or screwing of all materials described above, whether by steam, pneumatic, hydraulic, electric, diesel, gravity, or vibratory hammer power; All other work in connection with drilling of any holes, shafts or caissons, for foundation work, spotting, aligning, monitoring, plumbing, and leveling of all drilling equipment whether the drilling is vertical, diagonal, on land or water, and is performed by equipment mounted on trucks, cranes, platforms or barges, or any other kind of mounted or self-contained water or land unit; and the handling, loading, unloading, changing, setting up, repairing, welding, or maintenance of the drilling equipment on the job site.

The fabrication and placing of all decking and guards on all docks, wharfs, and piers on the jobsite.

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

MIAMI-DADE COUNTY
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 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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PIPEFITTERS, AIR CONDITIONING & REFRIGERATION

R-4 UNLIMITED RESIDENTIAL AND LIGHT COMMERCIAL UP TO 10 TONS

Journeyman	\$ 17.38	\$ 4.70	\$ -	\$ 22.08
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R-3 COMMERCIAL AC, REFRIGERATION, ICE MACHINES, SELF CONTAINED AND SPLIT SYSTEMS UP

Journeyman	\$ 20.54	\$ 4.70	\$ 2.75	\$ 27.99
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R-2 COMMERCIAL LIMITED, PIPING LIMITED, ALL AC REFRIGERATION, PIPING UP TO 100 TONS

Journeyman	\$ 25.28	\$ 4.95	\$ 3.25	\$ 33.48
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R-1 COMMERCIAL UNLIMITED, ALL PIPING SYSTEMS OVER 100 TONS

Journeyman	\$ 31.60	\$ 4.95	\$ 3.50	\$ 40.05
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Foremen (2)

	36.34	4.95	3.50	\$ 44.79
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General Foremen

	39.50	4.95	3.50	\$ 47.95
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Apprentices:

First Year	\$ 13.85	\$ -	\$ -	\$ 13.85
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Second year	15.75	4.70	-	\$ 20.45
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Third year	17.75	4.70	-	\$ 22.45
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Fourth year	19.75	4.70	1.35	\$ 25.80
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Fifth year	23.70	4.70	1.40	\$ 29.80
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(1) Per hour health benefit includes hospitalization, medical and insurance.

Scope of work includes: Installation of all heating, ventilating, air conditioning (HVAC) systems, including equipment

(2) Foreman required for 5 or more workers; also required on all jobs 150 tons or over.

APPRENTICE RATIO: One (1) Apprentice to one (1) Journeymen.

MIAMI-DADE COUNTY
 §2-11.16 CODE OF MIAMI-DADE COUNTY
 RESPONSIBLE WAGES AND BENEFITS SCHEDULE
 2011

"HEAVY CONSTRUCTION"

TRADE/WORK LEVEL CLASSIFICATION	PER HOUR WAGE RATE	PER HOUR HEALTH BENEFIT (1)	PER HOUR PENSION BENEFIT	COMBINED DOLLAR VALUE
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SHEET METAL WORKERS

Journeyman	\$ 27.20	\$ 5.31	\$ 6.05	\$ 38.56
Foreman	31.28	5.31	6.05	42.64
General Foreman	32.64	5.31	6.05	44.00

Apprentices:

1st 6 months	\$ 13.60	\$ 5.31	\$ 3.03	\$ 21.94
2nd 6 months	14.96	5.31	3.33	23.60
3rd 6 months	16.32	5.31	3.63	25.26
4th 6 months	17.68	5.31	3.93	26.92
5th 6 months	19.04	5.31	4.23	28.58
6th 6 months	20.40	5.31	4.54	30.25
7th 6 months	21.76	5.31	4.84	31.91
8th 6 months	23.12	5.31	5.14	33.57

APPRENTICE RATIO: One (1) Apprentice to three (3) Journeymen.

(1) Per hour health benefit includes hospitalization, medical, dental, and life insurance.

adjustment, alteration, repairing, and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, airveyor systems, exhaust systems and air handling systems regardless of materials used including the setting of all equipments and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and; (e) installation of proprietary and non proprietary metal roofing.

MIAMI-DADE COUNTY
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

For any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract, the required wage rate shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 C.F.R. Section 5.24) and of the fringe benefits payments for hospitalization, medical, pension and life insurance for such class under the United States Secretary of Labor's applicable Davis -Bacon wage determination in effect for Miami Dade County.

Questions concerning the comparability of worker classifications or the applicability of Davis-Bacon classification shall be determined by the County.

Please Contact:

**Department of Small Business Development
Contract Monitoring and Compliance Division
The Stephen P. Clark Building
111 N.W. 1st Street 19th Floor
Miami, Florida 33128-1906
Phone Number: (305) 375-3111
Fax Number: (305) 375-2343**

NOTICE



County Code §2-11.16

NOTICE TO ALL EMPLOYEES WORKING ON COUNTY CONSTRUCTION PROJECTS

RESPONSIBLE WAGES AND BENEFITS

MINIMUM WAGE

You must be paid not less than the required base hourly rate even if the value of the fringe benefits provided to you exceeds the value of the health and pension required in the schedule. Additionally, you must be paid not less than the combined dollar value (Base Rate + Health + Pension Benefit) listed in the schedule posted with this notice for the type of work you are performing as listed on the wage and benefits schedule applicable to this project.

OVERTIME

You must be paid not less than one and one-half times your wage rate for all hours worked over 40 hours a week. Please note while fringe benefits are excluded from overtime calculations they must be paid for every hour worked.

APPRENTICES & TRAINEES

Apprentices/trainees rates apply only to apprentices and trainees properly registered under an approved Federal or State apprenticeship or training program.

SANCTIONS

Sanctions for a first time offender are 10% of the amount of underpayment payable to the County. The sanctions increase to 20% for the second violation and 30% for the third violation. Contractors found in violation a fourth time may be subject to suspension or termination in accordance with the contract terms and debarment in accordance with the debarment procedures of the County.

COMPLAINTS Written complaints of underpayment should be filed with:

MIAMI-DADE COUNTY, DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 NW 1ST STREET, 19TH FLOOR, MIAMI, FLORIDA 33128-1975
TELEPHONE: (305)375-3111 FAX: (305)375-3160
WEB PAGE: miamidade.gov/sbd

FAIR WAGE AFFIDAVIT

Before me, the undersigned authority appeared _____
(print name), the _____ (print title) of
_____ (print name of Bidder or Proposer), who attests
that _____ (print name of bidder or proposer)
shall pay workers on the project minimum wages rates in accordance with _____

Section 2-11.16 of the Miami-Dade County Code, and the Labor Provisions of the
contract documents.

STATE OF FLORIDA)

SS

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20____, _____ on behalf of
_____, who is personally known to
me or has produced _____, as identification and
who [] did [] did not take an oath.



ADDENDUM NO. 1

TO: All Prospective Bidders

SUBJECT: BID NO.: 5504-0/17

TITLE: SECURITY GATES, SERVICES

BID OPENING DATE: 12/21/11

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

Please note the following change(s):

Add the following note to the front of the Solicitation:

IMPORTANT NOTICE TO BIDDERS:

GROUPS I – MIAMI DADE CORRECTIONS AND REHABILITATION, IV – MIAMI DADE POLICE AND V – MIAMI DADE FIRE RESCUE HAVE BEEN SET-ASIDE FOR PARTICIPATION BY CERTIFIED SMALL BUSINESS ENTERPRISES ONLY.

NOTE: THESE GROUPS CAN ONLY BE AWARDED TO CERTIFIED SMALL BUSINESS ENTERPRISES – FOR INFORMATION ON HOW TO BECOME A CERTIFIED SMALL BUSINESS ENTERPRISE, PLEASE CONTACT MIAMI DADE DEPARTMENT OF SUSTAINABILITY, PLANNING AND ECONOMIC DEVELOPMENT, TELEPHONE NUMBER: (305) 375-3111

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

A handwritten signature in cursive script that reads "Maria Denis". The signature is written in black ink and is positioned above a horizontal line.



BID NO.: 5504-0/17

OPENING: 2:00 P.M.
Wednesday
December 21, 2011

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

SECURITY GATES SERVICES

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

- CERTIFICATE OF COMPETENCY:.....** SEE SECTION 2, PARA. 2.14
- INDEMNIFICATION/INSURANCE:** SEE SECTION 2, PARA. 2.11
- SMALL BUSINESS ENTERPRISE MEASURE:** SEE SECTION 2, PARA. 2.2
- USER ACCESS PROGRAM:** SEE SECTION 2, PARA. 2.21
- WRITTEN WARRANTY:.....** SEE SECTION 2, PARA. 2.19
- LIVING WAGE:** SEE SECTION 2, PARA. 2.22

FOR INFORMATION CONTACT:

Maria Hevia, CPPB at 305-375-5073, or at MHevia@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

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

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

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5504-0/17

Title: SECURITY GATES SERVICES

Procurement Contracting Officer: Maria Hevia, CPPB

Bids will be accepted until 2:00 p.m. on December 21, 2011

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

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

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

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY 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.miamidadegov/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.miamidadegov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

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

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

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

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)

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

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

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

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

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

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

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

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

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

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

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

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

15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that 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.

- 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:

SECTION 1
GENERAL TERMS AND CONDITIONS

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

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.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. 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.

1.12. BID PROTEST

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1834-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

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

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IH) 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 IH/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 for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT.

1.31 LOBBYIST CONTINGENCY FEES

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

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

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract to purchase service for electrical and mechanical security gates in conjunction with the County's needs on an as needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (Set-aside for Groups I- Miami Dade Corrections and Rehabilitation, IV- Miami Dade Police, V- Miami Dade Fire Rescue)

This contract includes participation provisions for Miami-Dade County certified Small Business Enterprises (SBEs) as indicated in Appendix A of this solicitation. The contract measure applicable to this contract: SBE Set-aside.

No measure for Groups II-Miami Dade Public Housing and Community Development and Group III-Miami Dade Community Action and Human Services

2.3 PRE-BID CONFERENCE - Intentionally Omitted

2.4 TERM OF CONTRACT: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW – Intentionally Omitted

2.6 METHOD OF AWARD: To Multiple Vendors By Group for Groups I thru V

The award(s) will be made to the two (2) lowest priced responsive, responsible vendors on a group-by-group basis. To be considered for award the vendors must meet the minimum qualifications set forth in this solicitation and shall offer prices for all items within a given group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

While the award will be made to multiple vendors by group to assure availability, all awarded vendors have the responsibility to perform in accordance with the contract's terms. The lowest price vendor for the group shall be the primary vendor and shall have the initial responsibility to perform under this contract. In the event the primary vendor defaults, the secondary vendor shall be responsible for performing the contractual obligations of this contract. Award to multiple vendors is made for the convenience of the County and does not exempt any awarded vendor from fulfilling its contractual obligations. Failure to perform as noted may result in the vendor(s) being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, as applicable.

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SPECIAL CONDITIONS
SECURITY GATES SERVICES

Groups are defined by department as follows:

- Group I Miami Dade Corrections and Rehabilitation
- Group II Miami Dade Public Housing and Community Development
- Group III Miami Dade Community Action and
 Human Services
- Group IV Miami Dade Police
- Group V Miami Dade Fire Rescue

The minimum qualifications for all Groups are as follows:

- a. Must hold one of the following Certificate of Competency: General Contractor, Building Contractor, Residential Contractor or Fence Contractor issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. A copy of the license shall be submitted with the bid submittal forms.
- b. Electrical repairs must be performed by an electrical contractor. Bidder must hold an electrical contractor license or provide the name and copy of the license of the electrical contractor proposing to subcontract to perform the electrical repairs. A copy of the license required for electrical repairs must be submitted with the bid submittal forms.
- c. For Group V only – Bidder must have on hand inventory and maintain a stock of parts as indicated on Section 3, paragraph 3.6, e. A list of the on hand inventory must be submitted with the bid submittal forms.

All bidders are required to submit with their bid submission all pertinent documents as proof of compliance with the minimum 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.

2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. The pricing adjustment shall not be in excess of the increase reflected on the latest Consumer Price Index for Miami/Fort Lauderdale Area, Wage Earners & Clerical Workers, All Items. It is the awarded vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. The County reserves the right to reject any price adjustments submitted by the vendor. If no adjustment request is received from the awarded vendor, the County will assume that the awarded vendor has agreed that the next year term will be without any price adjustment.

Should the relevant pricing index report a decline in the inflation rate, the County shall have the right to adjust prices downward to reflect the index change. The downward adjustment shall not be in excess of the relevant pricing index change.

SECTION 2
SPECIAL CONDITIONS
SECURITY GATES SERVICES

2.8 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its offer it is advisable that the vendor visit the site(s) of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the drawings and specifications, if applicable, and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. Site visitation appointments shall be requested with three business days' anticipation. Appointments will not be available after December 18, 2011. For site visitation appointment and for any additional information required regarding the specifications and requirements of this bid contact DPM representative Maria Hevia at telephone number (305) 375-5073 or via e-mail Mhevia@miamidadegov.

2.9 EQUAL PRODUCT – Intentionally Omitted

2.10 LIQUIDATED DAMAGES – Intentionally Omitted

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

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

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, 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. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

**SECTION 2
SPECIAL CONDITIONS
SECURITY GATES SERVICES**

- 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.

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

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

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

The 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

SECTION 2
SPECIAL CONDITIONS
SECURITY GATES SERVICES

certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section of this solicitation.

2.12 **BID GUARANTY – Intentionally Omitted**

2.13 **PERFORMANCE BOND – Intentionally Omitted**

2.14 **CERTIFICATE OF COMPETENCY**

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency. Vendor shall hold at minimum ONE of the following: **General Contractor, Building Contractor, Residential Contractor or Fence Contractor**, work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

2.15 **METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

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

All invoices shall contain the following basic information:

I. Vendor Information:

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

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II. County Information:

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

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

2.16 **SHIPPING TERMS – Intentionally Omitted**

2.17 **DELIVERY REQUIREMENTS – Intentionally Omitted**

2.18 **BACK ORDER ALLOWANCE – Intentionally Omitted**

2.19 **WARRANTY REQUIREMENTS FOR EQUIPMENT**

Type of Standard Warranty Coverage Required

The successful bidder hereby acknowledges and agrees that all materials supplied by the bidder in conjunction with this bid shall be warranted for their merchantability and fit for a particular purpose.

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 and ninety (90) days for all replacement parts.

After the date of installation of product by the using department 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

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goods or services received from the bidder does not constitute a waiver of these warranty provisions.

Correcting Defects Covered Under the Standard Warranty

The successful bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the bidder of such deficiency. 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 subject to contractual default if the corrections or replacement are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another bidder and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Maria Hevia, at (305) 375-3022 email – Mhevia@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP) Does not apply to Federally Funded Departments.

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

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vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

Vendor Compliance

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

2.22 MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION (Does not apply to federally funded departments)

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 2-8.9, 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.

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- 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.
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- 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:
- (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 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:

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- (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;
 - (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;

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- (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 en route 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,

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.

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

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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.~~

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.

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:

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.

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

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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.

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- 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".

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:

For the first underpayment, a penalty in an amount equal to 10% of the amount;

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.

Moneys 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.

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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.

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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 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.

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

- C. 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.

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 fourth time, the non-complying covered employer's service contract with the County may be terminated.

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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.

2.23 MINIMUM WAGES BASED ON THE DAVIS BACON ACT (Applies to Federally Funded departments - Group II)

Since this solicitation is being processed in conjunction with federal funding, the wage rate paid to all classifications of employees of the vendor for the work under this solicitation shall not be less than the prevailing wage rates for similar classifications of work in Dade County, Florida, as established in the Federal Area Wage Decision by the United States Department of Labor. Additionally, all federal regulations and statutes adopted by the U.S. Department of Labor as a result of the Davis Bacon Act shall prevail during the term of this contract.

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages

- (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each

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classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve ~~an additional classification and wage rate and fringe benefits therefor only~~ when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe

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benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds.

HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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- (2)(i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. ~~(Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)~~
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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(d) Apprentices

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

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Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment

A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards

Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

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(i) Certification of eligibility

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(j) Contract Work Hours and Safety Standards Act

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages

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and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

(k) Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

2.24 ADDITIONAL GROUPS/FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific groups/facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent vendors under this contract, and the additional effort is to be assigned to only one of these vendors, a separate release order will be issued.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

2.25 DELETION OF FACILITIES

Although this solicitation identifies specific group/facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the vendor.

2.26 ADDITIONAL SERVICES MAY BE ADDED

Although this solicitation and resultant contract identifies specific services to be provided, it is hereby agreed and understood that services may be added to this contract at the option of the County. When required, vendor(s) under this contract shall be invited to submit price quotes for these additional services. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. If this contract has a single incumbent vendor, the additional service shall be added to this contract by formal modification of the award sheet.

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

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.28 LICENSES, PERMITS AND FEES

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

2.29 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDER IN SOUTH FLORIDA

Bids will only be accepted from bidders which have service facilities located in South Florida (defined as Dade, Broward, Palm Beach and Monroe Counties) which can provide parts and repairs.

2.30 GROUP II - MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT EXEMPTION TO CERTAIN CLAUSES:

The contract to be awarded under this solicitation will be accessed by the Miami Dade Public Housing and Community Development Exemption. **As a Federally-funded agency**, certain clauses within this solicitation do not apply to that Department's allocation:

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).

2.31 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING (GROUP II)

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 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

2.32 WORK ACCEPTANCE

Repairs will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work and warranty conditions.

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2.33 EMERGENCY AND NON-EMERGENCY REPAIR SERVICE

- a) **Emergency** - the vendor shall provide 24 hours, 7 days a week emergency repair service. During regular working hours, Monday through Friday, 8:00 AM to 5:00 PM, response time for emergency repair services (defined as the time from acknowledged notification to arrival on-site) shall be no later than one and one-half (1.5) hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be no later than two (2) hours after notification by the County. For repair jobs, a written proposal is required. Unforeseen costs above original proposal will require prior approval.
- b) **Non-Emergency** – the vendor shall respond to calls for service as follows:
- a. **Groups I, II, IV, V** – not more than three (3) hours from placement of a call.
 - b. **Group III, Locations # 3 thru 7** - for non-emergency repairs, within three (3) hours after service order has been placed and **Locations # 1 and 2**, all repair services from these locations will be handled as emergency repair service; therefore, the response time shall be as described on Section 2, Paragraph 2.32, Emergency Repair Services.

2.34 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

IMPORTANT NOTE: THIS REQUIREMENT IS SEPARATE AND INDEPENDENT FROM SBE REQUIREMENTS AS MAY BE STATED IN PARAGRAPH 2.2

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County.

SECTION 3
TECHNICAL SPECIFICATION

SECURITY GATES, SERVICES

3.1 SCOPE

This Invitation to Bid is intended to cover services, maintenance and repair, of Electrical and Mechanical Security Gates at various Miami Dade County locations.

3.2 MAINTENANCE SERVICE TO INCLUDE THE FOLLOWING:

- a. Lubrication of moving parts to include all rollers.
- b. The inspection and adjustment of drive chains and/or belts.
- c. Inspection and lubrication of gear boxes and/or drive motors.
- d. Inspection and testing of operator loops.
- e. Inspection and cleaning of all electrical contacts.
- f. Test and inspect the security gates for proper and safe operation.
- g. Inspection and adjust track rails.
- h. Cleaning and/or removal of debris which may obstruct the operation of the gate.

All manufacturer parts shall comply with the standard operational and testing required by Ansi/UI 325, Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems.

Upon completion of the above-mentioned maintenance service, the successful vendor(s) must complete the attached checklist. When submitting an invoice, the successful vendor(s) must submit a copy of the checklist indicating the maintenance service has been completed.

3.3 VENDOR PERFORMANCE REQUIREMENTS:

- a. A representative of the awarded vendor shall be available for service calls twenty-four (24) hours a day, seven (7) days per week.
- b. The awarded vendor must have the ability to obtain spare parts and other materials for all gates.

Note: It will be unacceptable for any security gate to be non-functioning for over twenty-four (24) hour period.

Any incidents, damages resulting from non-compliance to the aforementioned note will be at the vendor's expense.

- 3.4** Unless otherwise requested, all service, maintenance and repair, will be provided during regular working hours whenever possible. Regular working hours will be defined as 8:00AM to 5:00PM, Monday through Friday. Vendors shall provide a contact name and telephone number for service needed after hours.

SECTION 3
TECHNICAL SPECIFICATION

3.5 REPAIR WORK/EQUIPMENT:

- a. Welding - All welding work must be provided by a certified welder.
- b. V-Track Repairs – Vendor shall repair and/or replace the v-track during repairs, if deemed necessary and approved by a County representative. The name of the County employee that approved the repair must be included on the invoice.
- c. All rollers must be commercial grade roller with lube points.

3.6 SERVICE REQUIRED BY GROUP (DEPARTMENT):

- a. **GROUP I – MIAMI DADE CORRECTIONS AND REHABILITATION** A representative of Miami Dade Corrections Department will contact the awarded vendor when repair service is needed. No maintenance service is required.
- b. **GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT – FEDERALLY FUNDED DEPARTMENT**
A representative of MDPHA will contact the awarded vendor when maintenance or repair service is needed. Please note the sites listed for this department include communication systems (two-way intercom systems). Therefore, prospective bidders submitting a proposal for this group must be able to provide repair services for the communication systems as well as for the security and mechanical gates.
- c. **GROUP III – MIAMI DADE COMMUNITY ACTION AND HUMAN SERVICES**
The gates must be inspected and maintained in accordance with Section 3, Paragraph 3.2 of this solicitation once a month unless instructed differently by the contact person listed for each location or a representative of the County. Awarded vendor will be responsible for arranging a schedule for the monthly inspection by contacting the contact person listed for each location. Repair work will be requested as needed.
- d. **GROUP IV – MIAMI DADE POLICE**
The gates must be inspected and maintained in accordance with Section 3, Paragraph 3.2 of this solicitation once a month unless instructed differently by the contact person listed for each location or a representative of the County. Awarded vendor will be responsible for arranging a schedule for the monthly inspection by contacting the contact for each location. Repair work will be requested as needed.
- e. **GROUP V - MIAMI DADE FIRE RESCUE**
A representative of Miami Dade Fire Department will contact the awarded vendor when maintenance or repair service is needed.

The below-listed parts shall consist of, but not limited to, the following brands:
Chamber Land, Lift Master, Elite and All-Star models.

SECTION 3
TECHNICAL SPECIFICATION

Vendors bidding for this group must have a warehouse and maintain on stock the following list of parts:

- Control boards
- Electrical relays and related devices associated with internal operation of systems commercial grade
- High quality replacement motors compatible with existing systems.
- High quality, heavy duty drive chains, gears and roller wheels.

Note: Prospective bidders must have a wide variety of types of diameters. All bearings internal to systems shall have grease fitting, where applicable.

3.7 LIST OF LOCATIONS PER GROUP

A. GROUP I –MIAMI DADE CORRECTIONS AND REHABILITATION

1	Pretrial Detention Center (PTDC)
	1321 NW 13 Street, Miami, Fl
2	Women's Detention Center (WDC)
	1400 NW 7 Avenue, Miami, FL
3	Ward D. Jackson Memorial Hospital
	1611 NW 12 th Avenue, Miami, FL
4	North Dade Detention Center
	(NDDC)
	15801 North State Road # 9
	Miami, FL
5	Training & Treatment Center
	(TTC)
	6950 NW 41 Street, Miami, FL
6	Metro West Detention Center
	(MWDC)
	13850 NW 41 Street
	Miami, FL
7	Turner Guilford Knight Correction
	Center (TGKCC)
	7000 NW 41 Street, Miami, FL

SECTION 3
TECHNICAL SPECIFICATION

B. GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
– FEDERALLY FUNDED DEPARTMENT

REGION 1	
1	Site # 110A (manual gate) Newberg, 7217 N.E. Miami Court
2	Lemon City 150 NE 69 Street
3	Site #121 Ward Towers, 2200 N.W. 54 St.
4	Ward Towers ALF 5301 NW 23 Avenue
5	Site # 130 Little River Plaza 8255 NW Miami Court
6	Kline-Nunn 8300 N. Miami Avenue
7	Peter Plaza, 191 NE 75 Street
8	Emmer Turnkey 7820 N. Miami Ave
9	Site 140 Annie Coleman 5125 NW 22 Avenue
10	Site # 150 Palm Towers, 950 N.W. 95 St
11	Twin Lakes 1205 N.W. 95 Street
12	Site # 160 Palmetto Gardens 16850 NW 55 Avenue

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TECHNICAL SPECIFICATION

B. GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
(continued)

13	Site # 180 Edison Plaza, 200 NW. 55 St
14	Site # 110B (motorized gate) Newberg, 7215 N.E. Miami Court
15	South Miami Plaza (mechanical gate) 6701 SW 62 Avenue
16	Gwen Cherry 20 (motorized gate) 2076 NW 77 Street
17	Gwen Cherry 7 (motorized gate) 91 NE 67 Street
18	Gwen Cherry 7 (motorized gate) 6601 NE 1 Place
19	Site 140 (motorized gate) Merline Mathews CC 2200 NW 52 Street
20	Site 140 (manual gate) Annie Coleman 014 5300 NW 21 Avenue
21	Site 160 (manual gate) OpaLocka Elderly 13601 NW 24 Avenue
22	Site 170 (7 manual gates) 1415 NW 63 Street
23	New Haven Gardens (manual gate) 7200 NE 2nd Avenue

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TECHNICAL SPECIFICATION

**B. GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
(continued)**

24	Site # 210 (mechanical gate) Wynwood Elderly 3000 N.W. 3 rd Avenue
25	Site 221 (mechanical gate) Jack Orr Plaza 550 NW 5 Avenue
26	Parkside I (mechanical gate) 333 NW 3 Street
27	Parkside II (mechanical gate) 357 NW 4 Street (mechanical gate)
28	Site 230 (mechanical gate) Claude Pepper Tower 750 NW 18 Terrace
29	Phyllis Wheatly (mechanical gate) 1701 N.W. 2 nd Court
30	Helen Sawyer Plaza (mechanical gate) 1150 NW 11 St. Rd.
31	Site # 240 (mechanical gate) Martin Fine Villas 1301 N.W. 7 th Street
32	Haley Sofge Towers (mechanical gate) 800 NW 13 Avenue
33	Site 241 (mechanical gate) Robert King High 1407 NW 7 Street
34	Site 250 Dante Fascell (mechanical gate) 2929 NW 18 Avenue
35	Abe Arronovits (mechanical gate) 2701 NW 18 Avenue

SECTION 3
TECHNICAL SPECIFICATION

B. GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
(continued)

36	Scattered Site 11 (mechanical gate)
	1919 NW 29 Street
37	Three Round Towers (mechanical gate)
	2920 NW 18 Avenue
38	Site 270 (mechanical gate)
	Smathers Plaza
	2970 SW 9 Street
39	Little Havana Homes (mechanical gate)
	1255 SW 1 Street
40	Falk Tunkey (mechanical gate)
	445 SW 16 Street
41	Jose Marti Plaza (mechanical gate)
	154 SW 17 Avenue
42	Site 280 (mechanical gate)
	Joe Moretti
	450 SW 5 Street
	REGION 3
43	Site 310 (mechanical gate)
	Stirrup Plaza
	3150 Mundy Street
44	Site 311 - South Miami Plaza (mechanical gate)
	6701 SW 62 Avenue

SECTION 3
TECHNICAL SPECIFICATION

B. **GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**
(continued)

45	Site 320 (mechanical gate)
	Biscayne Plaza
	15201 SW 288 Street
46	Site 330 (mechanical gate)
	Florida City Gardens
	900 NW 6 Street - Homestead
47	Site 340 (mechanical gate)
	Perrine Villas
	10000 West Jessamine St.
48	Site 340 (mechanical gate)
	Perrine Gardens Elderly
	10000 West Evergreen Street
49	Site 351 (manual gate)
	26201 SW 139 Court, Naranja
50	Site 361 (mechanical gate)
	Goulds Plaza
	11400 SW 213 Street

SECTION 3
TECHNICAL SPECIFICATION

C. GROUP III – MIAMI DADE COMMUNITY ACTION AND HUMAN SERVICES

1	Advocate for Victims (North) 7831 NE Miami Court Miami, FL 33138
2	Advocate for Victims (South) 49 West Mowry Street Homestead, FL 33030
3	Homestead Adult Day Care 653 S.W. 4 th Street
4	Inn Transition North 13030 NE 6 th Avenue, # 2
5	Inn Transition South 11930 SW 202 Street
6	New Opportunity 777 NW 30th Street
7	Emergency Housing Center North 825 West Palm Drive

SECTION 3
TECHNICAL SPECIFICATION

D. GROUP IV – MIAMI DADE POLICE

1	Northside District Station 2950 NW 83 Street
2	Kendall District Station 7707 S.W. 117 Avenue
3	Hammocks District Station 1000 SW 142 Avenue
4	Intergovernmental Section 7617 SW 117 Avenue
5	Aviation (Tamiami) 13930 SW 127 Street
6	Headquarters 9105 NW 25th Street
7	Confiscated Property 18930 SW 216 Street
8	Intergovernmental Bureau (North) 18805 NW 27 Avenue
9	Training Bureau 9601 NW 58 Street
10	Northwest 5975 Miami Lakes Drive
11	Cutler Ridge 10800 SW 211 Street
12	Intracoastal 15665 Biscayne Blvd.
13	Agriculture Patrol 17799 SW 198 Terrace

SECTION 3
TECHNICAL SPECIFICATION

E. GROUP V – MIAMI DADE FIRE RESCUE

1	USAR (MD Fire Urban Search & Rescue – 7900 SW 107 th Avenue & Homestead Air Force Base
2	Station 1 16699 NW 67 Avenue
3	Station 2 6460 NW 27 th Avenue
4	Station 4 9201 SW 152 nd Street
5	Station 7 9350 NW 22 nd Avenue
6	Station 11 18705 NW 27 th Avenue
7	LOGISTICS 6000 SW 87 TH Avenue
8	Old Inventory & Supply Warehouse 8010 NW 60 th Street
9	Station 33 2601 Point East Drive
10	Station 43 13390 SW 152 Street

SECTION 3
TECHNICAL SPECIFICATION

GROUP V – MIAMI DADE FIRE RESCUE (continued)

11	Station 46
	10200 NW 116 th Way
12	Station 54
	15250 NW 27 th Avenue
13	Station 63
	1770 NE 205 Street
14	Station 65
	1350 SE 24 th Street
15	Station 66
	3100 SW 328 Street
16	MDFR Headquarter
	9300 NW 41 Street

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
December 21, 2011



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

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

Issued by: MH	DPM	Date Issued: 11/30/11	This Bid Submittal Consists of Pages 39 through 58
---------------	-----	-----------------------	--

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.

SECURITY GATES 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	680-02
Procurement Contracting Officer	Maria Hevia, CPPB

FIRM NAME _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial as Completed:</u>
Section 2, paragraph 2.6, a	Submitted copy of one of the following Certificate of Competency: General Contractor, Building Contractor, Residential Contractor or Fence Contractor issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.	_____
Section 2, paragraph 2.6, b	Submitted a copy of license required to perform electrical work per Section 2, paragraph 2.6, 2	_____
	If subcontracting the electrical work, provide the name of the electrical contractor that will be used to complete the electrical repairs. A copy of the electrical contractor license shall be submitted with the bid proposal. _____	_____
Section 2, paragraph 2.6, c	If bidding on Group V, – Indicate if your company has a warehouse and is able to maintain a stock of parts as indicated on Section 3, paragraph 3.6, e. Submitted a list of the on hand inventory must.	_____

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to provide **repair and emergency services** to security gates for compensation as follows:

**REPAIR AND EMERGENCY SERVICES:
 GROUP I – MIAMI DADE CORRECTIONS AND REHABILITATION (SBE SET-ASIDE)**

	Estimated # of hours for the term of the contract	Labor rate (8:00 a.m. - 5 p.m.)	Hourly Rate	Total
1	434	Technician	\$ _____	\$ _____
2	326	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
3	1,085	Technician	\$ _____	\$ _____
4	543	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
5	\$80,000	Proposed Percentage Mark-up (not to exceed 10%)		% \$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP I (Items 1 thru 5)		\$ _____

Note: Proposed hourly labor rates apply to all charges for repair; no additional charge will be accepted for using a subcontractor.

**SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to **provide maintenance service** in accordance with Section 3, paragraph 3.2 of this solicitation to security gates for compensation as follows:

**MAINTENANCE SERVICE:
GROUP II – MIAMI DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT –
FEDERALLY FUNDED DEPARTMENT**

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
		REGION 1		
1	30	Site # 110A (manual gate) Newberg, 7217 N.E. Miami Court	\$	\$
2	30	Lemon City 150 NE 69 Street	\$	\$
3	30	Site #121 Ward Towers, 2200 N.W. 54 St.	\$	\$
4	30	Ward Towers ALF 5301 NW 23 Avenue	\$	\$
5	30	Site # 130 Little River Plaza 8255 NW Miami Court	\$	\$
6	30	Kline-Nunn 8300 N. Miami Avenue	\$	\$
7	30	Peter Plaza, 191 NE 75 Street	\$	\$
8	30	Emmer Turnkey 7820 N. Miami Ave	\$	\$
9	30	Site 140 Annie Coleman 5125 NW 22 Avenue	\$	\$
10	30	Site # 150 Palm Towers, 950 N.W. 95 St	\$	\$

**SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP II - Continued

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
11	30	Twin Lakes 1205 N.W. 95 Street	\$	\$
12	30	Site # 160 Palmetto Gardens 16850 NW 55 Avenue	\$	\$
13	30	Site # 180 Edison Plaza, 200 NW. 55 St	\$	\$
14	30	Site # 110B (motorized gate) Newberg, 7215 N.E. Miami Court	\$	\$
15	30	South Miami Plaza (mechanical gate) 6701 SW 62 Avenue	\$	\$
16	30	Gwen Cherry 20 (motorized gate) 2076 NW 77 Street	\$	\$
17	30	Gwen Cherry 7 (motorized gate) 91 NE 67 Street	\$	\$
18	30	Gwen Cherry 7 (motorized gate) 6601 NE 1 Place	\$	\$
19	30	Site 140 (motorized gate) Merline Mathews CC 2200 NW 52 Street	\$	\$
20	30	Site 140 (manual gate) Annie Coleman 014 5300 NW 21 Avenue	\$	\$
21	30	Site 160 (manual gate) OpaLocka Elderly 13601 NW 24 Avenue	\$	\$
22	30	Site 170 (7 manual gates) 1415 NW 63 Street	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP II – Continued

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
23	30	New Haven Gardens (manual gate) 7200 NE 2nd Avenue	\$	\$
		REGION 2		
24	30	Site # 210 (mechanical gate) Wynwood Elderly 3000 N.W. 3 rd Avenue	\$	\$
25	30	Site 221 (mechanical gate) Jack Orr Plaza 550 NW 5 Avenue	\$	\$
26	30	Parkside I (mechanical gate) 333 NW 3 Street	\$	\$
27	30	Parkside II (mechanical gate) 357 NW 4 Street (mechanical gate)	\$	\$
28	30	Site 230 (mechanical gate) Claude Pepper Tower 750 NW 18 Terrace	\$	\$
29	30	Phyllis Wheatly (mechanical gate) 1701 N.W. 2 nd Court	\$	\$
30	30	Helen Sawyer Plaza (mechanical gate) 1150 NW 11 St. Rd.	\$	\$
31	30	Site # 240 (mechanical gate) Martin Fine Villas 1301 N.W. 7 th Street	\$	\$
32	30	Haley Sofge Towers (mechanical gate) 800 NW 13 Avenue	\$	\$
33	30	Site 241 (mechanical gate) Robert King High 1407 NW 7 Street	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP II – Continued

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
34	30	Site 250 Dante Fascell (mechanical gate) 2929 NW 18 Avenue	\$	\$
35	30	Abe Arronovits (mechanical gate) 2701 NW 18 Avenue	\$	\$
36	30	Scattered Site 11 (mechanical gate) 1919 NW 29 Street		
37	30	Three Round Towers (mechanical gate) 2920 NW 18 Avenue	\$	\$
38	30	Site 270 (mechanical gate) Smathers Plaza 2970 SW 9 Street	\$	\$
39	30	Little Havana Homes (mechanical gate) 1255 SW 1 Street	\$	\$
40	30	Falk Tunkey (mechanical gate) 445 SW 16 Street	\$	\$
41	30	Jose Marti Plaza (mechanical gate) 154 SW 17 Avenue	\$	\$
42	30	Site 280 (mechanical gate) Joe Moretti 450 SW 5 Street	\$	\$
		REGION 3		
43	30	Site 310 (mechanical gate) Stirrup Plaza 3150 Mundy Street	\$	\$
44	30	Site 311 - South Miami Plaza (mechanical gate) 6701 SW 62 Avenue	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP II – Continued

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
45	30	Site 320 (mechanical gate) Biscayne Plaza 15201 SW 288 Street	\$	\$
46	30	Site 330 (mechanical gate) Florida City Gardens 900 NW 6 Street - Homestead	\$	\$
47	30	Site 340 (mechanical gate) Perrine Villas 10000 West Jessamine St.	\$	\$
48	30	Site 340 (mechanical gate) Perrine Gardens Elderly 10000 West Evergreen Street	\$	\$
49	30	Site 351 (manual gate) 26201 SW 139 Court, Naranja	\$	\$
50	30	Site 361 (mechanical gate) Goulds Plaza 11400 SW 213 Street	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to **provide repair and emergency services** to security gates for compensation as follows:

**REPAIR AND EMERGENCY SERVICES:
 GROUP II**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
51	650	Technician	\$ _____	\$ _____
52	200	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
53	30	Technician	\$ _____	\$ _____
54	15	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
55	\$15,000	Proposed Percentage Mark-up (not to exceed 10%)	_____	\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP II (Items 1 thru 55)		\$ _____

Note: Proposed hourly labor rates apply to all charges for repair; no additional charge will be accepted for using a subcontractor.

**SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to **provide maintenance service** in accordance with Section 3, paragraph 3.2 of this solicitation to security gates for compensation as follows:

**MAINTENANCE SERVICE:
GROUP III - MIAMI DADE COMMUNITY ACTION AND HUMAN SERVICES**

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
1	60	Advocate for Victims (North) 7831 NE Miami Court Miami, FL 33138 Contact: Dianna Fuentes (305) 758-2546	\$	\$
2	60	Advocate for Victims (South) 49 West Mowry Street Homestead, FL 33030 Contact: Terry Rabreau (305) 247-4249	\$	\$
3	60	Homestead Adult Day Care 653 S.W. 4 th Street Contact: Marie Propere (305) 242-7676	\$	\$
4	60	Inn Transition North 13030 NE 6 th Avenue, # 2 Contact: Joyce Henry (305) 899-4600	\$	\$
5	60	Inn Transition South 11930 SW 202 Street Contact: Latavia Johnson (786) 293-3394	\$	\$
6	60	New Opportunity 777 NW 30th Street Kyra King (305) 514-6068	\$	\$
7	60	Emergency Housing Center North 825 West Palm Drive Contact: Gus Phaney (305) 245-5011	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to provide **repair and emergency services** to security gates for compensation as follows:

**REPAIR AND EMERGENCY SERVICES:
 GROUP III**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
8	3	Technician	\$ _____	\$ _____
9	3	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
10	3	Technician	\$ _____	\$ _____
11	3	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
12	\$2,950	Proposed Percentage Mark-up (not to exceed 10%)		\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP III (Items 1 thru 12)		\$ _____

Note: Proposed hourly labor rates apply to all charges for repair; no additional charge will be accepted for using a subcontractor.

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to **provide maintenance service** in accordance with Section 3, paragraph 3.2 of this solicitation to security gates for compensation as follows:

**MAINTENANCE SERVICE:
 GROUP IV-MIAMI DADE POLICE - SBE SET ASIDE**

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
1	60	Northside District 2950 NW 83 Street	\$	\$
2	60	Kendall District 7707 S.W. 117 Avenue	\$	\$
3	60	Hammocks District 1000 SW 142 Avenue	\$	\$
4	60	South Building 7617 SW 117 Avenue	\$	\$
5	60	Aviation (Tamiami) 13930 SW 127 Street	\$	\$
6	60	Headquarters Complex 9105 NW 25th Street	\$	\$
7	60	Confiscated Property 18930 SW 216 Street	\$	\$
8	60	Professional Compliance Bureau 18805 NW 27 Avenue	\$	\$
9	60	Training Bureau 9601 NW 58 Street	\$	\$
10	60	Northwest District 5975 Miami Lakes Drive	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP IV (Continued)

	Estimated # of Maintenance Services	<u>LOCATION ADDRESS</u>	Charge per Maintenance Service	TOTAL
11	60	South District 10800 SW 211 Street	\$	\$
12	60	Intracoastal District 15665 Biscayne Blvd.	\$	\$
13	60	MDPD Agriculture Patrol Unit 17799 SW 198 Terrace	\$	\$

**SECTION 4
BID SUBMITTAL FORM
SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to provide **repair and emergency services** to security gates for compensation as follows:

**REPAIR AND EMERGENCY SERVICES:
GROUP IV**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
14	200	Technician	\$ _____	\$ _____
15	175	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
16	50	Technician	\$ _____	\$ _____
17	40	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
18	\$3,125	Proposed Percentage Mark-up (not to exceed 10%)		\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP IV (Items 1 thru 18)		\$ _____

Note: Proposed hourly labor rates apply to all charges for repair; no additional charge will be accepted for using a subcontractor.

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to **provide maintenance service** in accordance with Section 3, paragraph 3.2 of this solicitation to security gates for compensation as follows:

**MAINTENANCE SERVICE:
 GROUP V – MIAMI DADE FIRE RESCUE**

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
1	10	USAR (MD Fire Urban Search & Rescue – 7900 SW 107 th Avenue & Homestead Air Force Base	\$	\$
2	10	Station 1 16699 NW 67 Avenue	\$	\$
3	10	Station 2 6460 NW 27 th Avenue	\$	\$
4	10	Station 4 9201 SW 152 nd Street	\$	\$
5	10	Station 7 9350 NW 22 nd Avenue	\$	\$
6	10	Station 11 18705 NW 27 th Avenue	\$	\$
7	10	LOGISTICS 6000 SW 87 TH Avenue	\$	\$
8	10	Old Inventory & Supply Warehouse 8010 NW 60 th Street	\$	\$
9	10	Station 33 2601 Point East Drive	\$	\$
10	10	Station 43 13390 SW 152 Street	\$	\$

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

GROUP V (Continued)

	Estimated # of Maintenance Services	LOCATION ADDRESS	Charge per Maintenance Service	TOTAL
11	10	Station 46	\$	\$
		10200 NW 116 th Way		
12	10	Station 54	\$	\$
		15250 NW 27 th Avenue		
13	10	Station 63	\$	\$
		1770 NE 205 Street		
14	10	Station 65	\$	\$
		1350 SE 24 th Street		
15	10	Station 66	\$	\$
		3100 SW 328 Street		
16	10	MDFR Headquarter	\$	\$
		9300 NW 41 Street		

**SECTION 4
 BID SUBMITTAL FORM
 SECURITY GATES SERVICES**

FIRM NAME: _____

We propose to furnish all labor, materials, tools, equipment, transportation, services, permits, licenses and incidentals necessary to provide **repair and emergency services** to security gates for compensation as follows:

**REPAIR AND EMERGENCY SERVICES:
 GROUP V**

	Estimated # of hours for the term of the contract		Hourly Rate	Total
		Labor rate (8:00 a.m. - 5 p.m.)		
17	1,500	Technician	\$ _____	\$ _____
18	500	Helper	\$ _____	\$ _____
		Labor rate (after 5:00 PM and before 8:00 a.m.) Monday thru Friday, weekends and County observed holidays		
19	1,000	Technician	\$ _____	\$ _____
20	500	Helper	\$ _____	\$ _____
		PARTS		
	Estimated Dollar Value	The total cost for this Section will be figured by multiplying the proposed percentage % mark-up times the estimated cost and adding the result to the estimated cost		
		Parts and Materials will be at the contractors cost plus a percentage mark-up		
21	\$21,000	Proposed Percentage Mark-up (not to exceed 10%)	_____	\$ _____
		Evidence of actual cost will be required		
		TOTAL GROUP V (Items 1 thru 21)		\$ _____

Note: Proposed hourly labor rates apply to all charges for repair; no additional charge will be accepted for using a subcontractor.

SECTION 4
BID SUBMITTAL FOR:
SECURITY GATES, 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: _____

PRINT NAME: _____ TITLE OF OFFICER: _____



BID SUBMITTAL FORM
SECURITY GATES SERVICES

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

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

Prompt Payment Terms: ____% ____ days net ____ days

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS



SMALL BUSINESS ENTERPRISE PROGRAM (SBE)
(Ordinance 05-29 and Administrative Order 3-41)

PARTICIPATION PROVISIONS

Applies to set-asides and/or subcontractor goals

Acknowledgement of an Agreement form*

See Appendix for further details.

BID NO.: -5504-0/17-OTR

DEPARTMENT OF BUSINESS DEVELOPMENT DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
111 NW 1st STREET 1st STREET, 19th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 375-3111 FAX: (305) 375-3160

Revised October 4/10/2003/ 27/0087

October 2005

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1. Set-asides	4
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1. *Forms	
a. Certificate of Unavailability	y .DBDSBD
b. Utilization Report	..DBDSBD
c. Acknowledgement of an Agreement	SBD 504

502

503

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
 - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
 - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the

enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
14. *DBDSBD* means the Department of Business Development/Department of Small Business Development.
15. *DPM* means the Department of Procurement Management.
16. *Goods* mean any tangible product, material or supply that is not a service.
17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
18. *Joint Venture Agreement* means a document submitted to DBDSBD by a joint venture that provides information regarding the nature of the joint venture.
19. *MDC* means Miami-Dade County, Florida.

20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.
21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
23. *Set-aside* means the designation of a given contract for competition among SBEs.
24. *Small Business Enterprise (SBE)* means a business entity certified by DBDSBD, providing goods or services, which has an actual place of business in Miami- Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
26. *Successful Bidder* means the bidder to which the contract is awarded.
27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
28. *Work* means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. DBDSBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.

3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Business Development/Department of Small Business Development (DBDSBD) at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at www.miamidade.gov/sbadbdSBD.

C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting DBDSBD at telephone number (305) 375-3111 during normal business hours or online www.miamidade.gov/sbdbdSBaD.
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by DBDSBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by DBDSBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where DBDSBD concludes that an SBE brings only its certification as contribution to the joint venture relationship DBDSBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

D. APPLIED CONTRACT MEASURES

1. Set-asides
 - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid

documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from DBDSBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
 - c. An SBE may perform 100% of the set-aside with its own workforce.
 - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
 - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from DBDSBD, Bidders/bidders/proposers shall be allowed up to 48-hours from after bid submission to cure correctable defects in the Agreement.
Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, may shall deem a bid non-responsive.
 - b. The Agreement shall incorporate;
 - i. The scope of work to be performed by the SBE; and
 - ii. The percentage of services the SBE will provide; and
 - iii. The prompt payment obligation; and
 - iv. The SBE joint venture Agreement; if applicable

- c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.
- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
 - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
 - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from DBDSBD.
 - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
 - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
 - i. Certificate of Unavailability (Form No. DBDSBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and

- ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and
- iii. A statement of the bidder's contacts with DBDSBD for assistance in determining available SBEs; and
- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

E. PRE-AWARD COMPLIANCE

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from DBDSBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered agreement will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

F. PROMPT PAYMENT

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, ~~copies of undisputed~~ invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and DBDSBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

G. POST AWARD COMPLIANCE AND MONITORING

1. DBDSBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.

2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.
3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by DBDSBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from DBDSBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
 - a. Termination of an SBE's Agreement;
 - b. Reduction in the scope of work to be performed by an SBE
 - c. Modifications to the terms of payment or price to be paid to an SBE
 - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an

SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.

8. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

9. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:
 - a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
 - b. Work stoppage;
 - c. Termination, suspension, or cancellation of the contract in whole or part;
 - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow DBDSBD policy.
5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:

- a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
- b. A prime vendor not meeting an SBE contract measure;
- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
- d. Failure to timely submit utilization reports;

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- e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - f. Failure to maintain certification;
 - g. Deviations from the SBE agreement without prior approval from DBDSBD;
 - h. Termination of the SBE's agreement without prior approval from DBDSBD;
 - i. Reduction of the scope of work of the SBE subcontract without prior approval from DBDSBD; or
 - j. Modifications to the terms and/or prices of payment to an SBE without prior approval from DBDSBD

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

A respondent may initiate the appeals process after administrative penalties are imposed.

K. APPENDIX

1. Forms

- a. Certificate of Unavailability DBDSBD 502
- b. Utilization Report DBDSBD 503

APPENDIX A



Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. _____

(Name of Prime Contractor)

(Firm Name)

(Address)

(Telephone No.)

I contacted the _____ to obtain a bid for work items to be
*SBE Firm
performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. _____ SBE firm did not respond to the invitation.
- b. _____ SBE firm was not available to work.
- c. _____ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

(Prime Contractor Signature)

(Date)

Title

*If multiple SBE firms are contacted, please make additional copies as deemed necessary.

Instructions for the Monthly Utilization Report (MUR)

FINAL: Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

Reporting Period: The period for which the MUR payment information is being submitted

Project Name: The assigned project name as it is identified in the contract documents

Project Number: The assigned project number as it is identified in the contract documents

Project Location: The address or descriptive location of project work site

Projected Start Date: Notice to Proceed Date or date of work commencement

CSBE Project Measures: Percentage of measure applicable to this project (enter value in appropriate measure type)

Prime Contractor: Name of Awardee, Address and Phone Number

Contract Award Date: Date of contract award

Contract Award Amount: The dollar amount awarded in the contract documents

Change Order Amount: The total dollar value of all approved change orders

Contract Period: Total number of days of Contract as listed in contract documents and all approved Change Orders

% Complete To Date: The Proportion of work that has been completed for this project stated as a percentage

Completion Date: The anticipated date project will be completed

Amount Requisitioned this Period: The dollar amount billed to MDC for work performed during the listed reporting period

Date Requisitioned: The date requisitioned amount was submitted to MDC

Total Amount Requisitioned to Date: The total dollar amount requisitioned for work performed during reporting period

Last Payment by Miami Dade County (MDC): The last dollar amount paid to Prime by MDC for reporting period

Date of Last Payment by MDC: The date of the last payment by MDC for the reporting period

Was last MDC payment within 14 days of Prime's requisition: Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

Did last MDC Payment Equal Requisition Amount: If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

Total Amount Paid by MDC: The total amount paid to date by MDC in reporting period for the reporting period

Name of CSBE: The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

Tier (1, 2, 3, 4): The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

Contract Period: The anticipated start and end dates of the subcontractor(s)

Goal % If Applicable: The goal percentage that is being fulfilled by subcontractor(s)

Description of Work: A brief description of the scope of work to be performed by subcontractor(s)

Instructions for the Monthly Utilization Report (MUR)

Signed Contract Agreement: Check if Prime has a signed contract agreement with subcontractor listed.

Contract Amount: The dollar value of Subcontractors' Agreement (if different from SOI, a new SOI must be submitted)

Amount Requisitioned this Period: Actual dollar amount requisitioned by the subcontractor(s) during the listed reporting period

Date of Requisition (from Sub): The date of the requisition submitted by subcontractor for payment during this submittal period

Amount Requisitioned to Date: Total dollar amount requisitioned as of reporting period by the subcontractor(s)

Last Payment: The last dollar amount paid to subcontractor(s) for the reporting period

Last Payment Date: The date of last payment of subcontractor(s) for the reporting period

Was last payment within 2 days of MDC payment to prime: "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

Paid to Date: The total amount paid to the subcontractor(s)

Total: The total of each column where applicable

Executed by: The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

Date: Current Date

Phone: Phone number that signing officer may be reached

Sworn before me: Notary Information



Acknowledgement of an Agreement

Small Business Enterprise (SBE) Program

In response to Miami-Dade County's RFP/RFQ/Bid No. _____, the undersigned hereby acknowledges receipt and accepts the requirements of the applicable SBE subcontractor goal measure to utilize the Small Business Enterprise (SBE) firm(s) listed below; if awarded the contract. ***The undersigned must enclose with the bid/proposal submittal a signed SBE Agreement as required by the SBE Participation Provisions.*** This form or any other form contained in this solicitation does not represent the 'Agreement' as required by Section 2 of the SBE Participation Provisions.

Name of Prime Contractor/Owner or Authorized Representative Firm Name

Street Address Telephone No.

Name of SBE Subcontractor*

SBE Certification No.: Expiration Date:

Signature of Prime Contractor/Owner or Authorized Representative

**If multiple SBE firms are to be utilized, please make additional copies as deemed necessary.*