



**BID NO.: 5726-0/17**

**OPENING: 2:00 P.M.  
Wednesday,  
April 13, 2011**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

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

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	SEE: SECTION 2, PARAGRAPH, 2.11
LIVING WAGE: .....	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:.....	SEE: SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS: .....	N/A
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT: .....	N/A
USER ACCESS PROGRAM: .....	SEE: SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY: .....	N/A

**FOR INFORMATION CONTACT:**

**Thelma L. Rodriguez at 305-375-4252, or at trodrig@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

**COMPLETE AND RETURN ALL AFFIDAVITS WITH BID SUBMITTAL FORMS**

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 34 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 34 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

**INVITATION TO BID**

**Bid Number: 5726-0/17**

**Title: RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**Contracting Officer: Thelma L. Rodriguez**

**Bids will be accepted until 2:00 p.m. on April 13, 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. Failure to comply with this requirement may result in your Bid not being considered for award.**

**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**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

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

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices** (Ordinance 97-35)
12. **Subcontractor /Supplier Listing** (Ordinance 97-104)
13. **Environmentally Acceptable Packaging** Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- 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****RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

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**

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

- 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.
- 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.
- 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.
- 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**

- 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.

- 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**

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

- 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.
- 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.
- 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.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- 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".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 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**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES****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. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

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

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

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

**1.14. PACKAGING**

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

**1.15. SUBCONTRACTING**

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

**1.16. ASSIGNMENT**

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

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

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

Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The 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

## SECTION 1

**GENERAL TERMS AND CONDITIONS****RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

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.

**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**

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

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

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

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

**1.30. CHARTER COUNTY TRANSIT SYSTEM 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 Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

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

**SECTION 2**  
**SPECIAL CONDITIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the rental of golf carts, personnel carts and turf vehicles in conjunction with the County's needs on an as needed basis.

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

A bid preference for Micro Business Enterprise (Micro/SBE) applies to this solicitation.

A 10% bid preference shall apply to contracts valued up to \$50,000. A Micro/SBE Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#).

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

**2.3 PRE-BID CONFERENCE: INTENTIONALLY OMITTED****2.4 TERM OF CONTRACT: SIX (6) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's 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 six-year contract term.

**2.5 OPTION TO RENEW: INTENTIONALLY OMITTED****2.6 METHOD OF AWARD: To Multiple Vendors by Group, exclusive of options**

Award of this contract will be made to the two (2) lowest priced responsive, responsible vendors on a group-by-group basis, exclusive of options. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the vendor for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

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The lowest priced vendor 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 contractual obligations. Failure to perform as noted may result in the vendor being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs if applicable.

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1, Paragraph 1.5, Award of Bid Solicitation.

**2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of three (3) years. After this period, the vendor may submit a price adjustment to the County ninety (90) days prior to the end of the three-year based on the most recent changes to the following index: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Fort Lauderdale, Florida. The Department of Procurement Management will formalize the any price adjustments through the issuance of an Award Sheet Addendum to the contract.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT: INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES: INTENTIONALLY OMITTED**

**2.11 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

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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.
- 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.

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

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

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

**2.12 BID GUARANTY: INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND: INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS: INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: MONTHLY INVOICES**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

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All invoices shall contain the following basic information:

I. Vendor Information:

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

II. County Information:

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

III. Pricing Information:

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

IV. Goods or Services Provided per Contract:

- Description
- Quantity

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: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination Point (freight included) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

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**2.17 DELIVERY AND REMOVAL OF EQUIPMENT**

The vendor shall deliver the equipment required in accordance with the guidelines of this solicitation. The vendor agrees to retain the equipment at the designated County premises for additional thirty (30) calendar days after the termination of the Contract, at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the County for this additional period on a pro-rated basis. If deemed necessary by the County the vendor shall continue to invoice the County on a monthly basis to cover the extension of the contract pursuant to Section 1, paragraph 1.6(A).

**2.18 BACK ORDER ALLOWANCE: INTENTIONALLY OMITTED**

**2.19 WARRANTY REQUIREMENTS: INTENTIONALLY OMITTED**

**2.20 CONTACT PERSON**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Thelma L. Rodriguez, at (305) 375-4252 or e-mail: [trodri@miamidade.gov](mailto:trodri@miamidade.gov).

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

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

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

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor

**SECTION 2**  
**SPECIAL CONDITIONS**  
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participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

**Vendor Compliance**

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

**2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and rent any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency(ies).

**2.24 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose

**SECTION 2**  
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of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**2.25 RENTAL OF OTHER LIKE ITEMS BASED ON PRICE QUOTES**

While the County has listed the major items within the scope of this solicitation which are utilized by County departments in conjunction with its operations, there may be additional items that must be rented during the term of this contract. Under these circumstances, a County representative will contact the vendor(s) and obtain price quotes for the additional like items. This County representative may also obtain price quotes from at least two (2) other sources, if available. The County reserves the right to award these additional like items to a vendor under this contract, or another commercial source, based on the lowest price quoted. If a vendor under this contract offers the lowest quotes, the award will be confirmed as a separate release or purchase order between the vendor and the County.

The County also reserves the right to obtain quotes from awarded vendors for any Group (s) not awarded under this solicitation.

**2.26 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 Miami-Dade, Broward, Palm Beach and Monroe Counties) which can provide parts and repairs.

**2.27 THIRTY TO SIXTY DAY TRANSITIONAL PERIOD**

At the point where the County re-solicits for the requirements of this contract, if the incumbent vendors are unsuccessful in receiving an award for the next contract, an extended thirty (30) to sixty (60) day transitional period shall be allowed and upon completion of the expressed and/or implied warranty periods. The transitional period shall be decided by the County. During this

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transitional period the vendors agree to continue the same level of service to the County at the same prices while the new contract is being implemented.

**2.28 VEHICLE SAFETY STANDARDS**

All vehicles must perform according to the safety and performance specifications of the American National Standard for Golf Cars developed by the National Golf Cart Manufacturer's Association (NGCMA).to ensure adequate levels of safety. NGCMA is accredited by the American National Standards Institute (ANSI).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**3.1 VEHICLE DESCRIPTION**

The bidder must submit a description of carts as to type, make, year, and model and any other pertinent information which shall be considered part of the proposal submitted. All carts, unless otherwise specified, must be new and registered by number. The vendor must replace the entire fleet of golf carts, personnel carts and turf with a new fleet every three (3) years.

**3.2 GOLF CARTS**

- a) Two passenger, four wheeled, electrically powered (Type 1A Electric Carts) equipped with heavy duty battery and charger, or electric start four cycle gasoline engine (Type 1B Gasoline Carts).

Carts shall be provided with beverage and scorecard holder, sweater basket, golf bag straps, sun canopy, automotive type steering wheel, solid state control, foam padded seats with vinyl plastic coverings, two (2) top dressing buckets with scoops and holders, safe and efficient tow bar system, rear fender scuff plates and custom four color logos (two per cart).

Accessories:

- i) Plexi-glass windshield
- ii) Plexi glass information holder
- iii) Trap rake with holder
- iv) Rain protector on sides and rear
- v) Golf club rain guard

Options:

- i) Hour-Meter
- ii) Head-Lights

- b) One passenger, 36 Volt, shunt wound, double reduction helical gear, 36 Volt DC, (Industrial Deep Cycle), 12 volt, 180 amp hour, automatic charger 15 amp, Controller: 36 Volt, 200 amp, 4 quadrant regenerative, Steering: Hand-controlled (right, left and both), Coil springs over shocks, Individually brakes activated right/left hydraulic drum, Lift actuator: 12" Length, Seat Lift Positions: Infinite-user defined, Seat rotation: Up to 350 degrees-infinite-user controlled, Load Capacity: Up to 300 lbs. (136.1 kg). Forward Speed: Up to 14.0 mph (22.5 kph).

**3.3 PERSONNEL CARRIER VEHICLES**

- a) Six-passenger, four-wheeled, electric start gasoline equipped with sun canopy, automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering and custom four-color logos (two per cart).

SECTION 3

TECHNICAL SPECIFICATIONS

**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

- Options
  - i) Hour-Meter
  - ii) Head-Lights
  - iii) Plexi-glass windshield
  - iv) Wheel chair lift

b) Six passenger, four wheeled, electrically powered, equipped with heavy duty battery and charger. Carts shall also be equipped with sun canopy, automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering and custom four-color logos (two per cart).

- Accessories:
  - i) Hour-Meter

- Options:
  - i) Head-Lights
  - ii) Plexi-glass windshield
  - iii) Sun Shade

c) Eight passenger, four wheeled, electrically powered, equipped with heavy duty battery and charger. Carts shall also be equipped with sun canopy, automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering and custom four-color logos (two per cart).

- Options
  - i) Hour-Meter
  - ii) Head-Lights
  - iii) Plexi-glass Windshield

d) Twelve-passenger four-wheeled, electrically powered, equipped with heavy duty battery and charger. Carts shall also be equipped with sun canopy, automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering and custom four-color logos (two per cart).

- Option:
  - i) Hour meter

**3.4 TURF/WORK VEHICLES**

a) Two passenger, four wheeled, electric start gasoline engine cart equipped with automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering and custom four-color logos (two per cart) and load bed approximately 44" x 40" x 8" load capacity 1,200 lbs. minimum.

- Accessories:
  - i) Beverage cooler insert
  - ii) Sun canopy/shade
  - iii) Plexi-glass windshield
  - iv) Hour-Meter

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

- v) Head-Lights
- vi) Solid state control on base cart bid
- vii) Driving range ball picker (Minimum 5 drum type)
- viii) Driving range cab enclosure

Option: i) Tow Hitches (pintle or ball)

- b) Two-passenger four-wheeled, electric start gasoline engine, 4 cycles. Carts shall be equipped with automotive type steering wheel, solid state control, foam padded seats with vinyl plastic covering custom four color logos(two per cart) and load bed approximately 52" x 54" x 12" with removable sides and tailgate. Load capacity 1,200 lbs. minimum.

Accessories: i) Hydraulic dump kit (installed)  
 ii) Hour-Meter

Options: i) Power take-off rack  
 ii) Tubular front bumper  
 iii) Tailgate loading ramp  
 iv) OMC adapter kit, Cushman or equal  
 v) Fertilizer spreader (installed)  
 vi) Speedometer  
 vii) Tachometer

- c) One-passenger, 3-cylinder, 4 cycle liquid cooled gasoline engine, 950G. Vehicle must be equipped with lights, hydraulic power steering, solid state control, clutch, high/low gear shift with transmission supplying 8 forward gears and 2 reverse gears. The instrument panel shall include: speedometer, tachometer, fuel gauge, coolant temperature and low oil engine light. Vehicle must be capable of supporting a 200 gallon spray tank and/or a 750 lb. fertilizer spreader.

Options: i) 200 gallon complete spray tank system w/18.5' open boom and a diaphragm pump.  
 ii) 750 lb capacity fertilizer spreader with all necessary Attachments to function. Spread width must be 2' to 46'.

- d) Two passenger, 4-wheel, gas powered, 1200lbs minimum capacity with manual dump, lights, windshield and sunshade.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**3.5 POWER**

Electrically or gasoline powered four-wheel drive (4WD) vehicle.. Power shall be capable of providing a minimum driving range for a 36 hole golf course or daily service without recharging batteries or refilling the gas tank.

**3.6 BATTERIES AND BATTERY CHARGERS**

Batteries are to be replaced by vendor if the battery discharges prior to the thirty-six (36) golf course holes requirement as determined by each golf course manager on an individual cart basis. If applicable, solenoids shall be changed at time a battery is changed. The vendor shall be responsible for maintenance and replacement of the wire connectors between the batteries, and all associated components.

Batteries shall be held within the cart in a non-corrodible battery tray. Battery charger shall be fully automatic line compensating 21 AMP DC output at 36 volts or better; input 110-120 volts, 9.5 AMPS, 60 Cycle AC, Underwriters Laboratories (U.L.) listed.

Battery chargers must be compatible with existing electrical service at each facility to charge carts. Battery chargers shall be serviced and maintained within golf cart manufacturer's recommendations. Failure to repair or replace a malfunctioning battery charger within seven (7) days of notification shall entitle the County to charge the vendor, retroactive to the fourth (4) day of notification, an amount equal to the daily rental rate for that particular vehicle.

**3.7 TIRES**

Vehicles must be able operate in all types of surfaces (i.e. asphalt, concrete, turf, etc.).

**3.8 DESIGN**

Stability of carts shall remain constant during maximum turns and shall have a steering wheel.

**3.9 COLOR**

Colors will be determined by each department in Miami-Dade County utilizing this contract after award of this contract. The Park and Recreation Department colors for golf courses: Crandon Park – Dark Blue, Country Club of Miami – Green and Palmetto Country Club and all other golf courses to be cream color.

All carts furnished shall be matching color throughout the term of this contract.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**3.10 AGE**

Carts furnished shall be new models. Demonstrators are not acceptable.

**3.11 IDENTIFICATION**

All carts furnished shall be assigned and marked by the vendor with a fleet number and the plate or device denoting the manufacturer model or serial number shall be affixed to each cart and be readily accessible for identification purposes. Keys shall also have the fleet number fixed to a tag.

**3.12 SIGNS AND LOGOS**

The vendor shall furnish waterproof notices in all carts for the Park and Recreation department stating the following:  
“Carts shall not be permitted on tees, greens, mounds or other posted areas” (Department to provide exact text to successful bidder). Carts shall be provided with departmental custom four color logo (Department will provide logo to the vendor), two per cart. Size, color and location of logo will be determined by the department. A sample will be provided to the vendor by the Park and Recreation Department.

**3.13 KEYS**

All golf carts shall be keyed alike. The vendor shall provide five (5) sets of keys for each cart. Each key will be identified by a tag number which corresponds to each cart. All tags shall be submitted to the County for acceptance. The vendor shall be responsible for additional keys and tags.

**3.14 ESTIMATED NEEDS**

The County reserves the sole right to determine which, if any, golf carts, personnel carts and turf/work vehicles will be rented.

The following golf courses require carts as described in this Section, Paragraph 3.4 to be used for maintenance and therefore must be red in color:

- |    |                          |                          |
|----|--------------------------|--------------------------|
| a) | Greynolds Golf Course    | two of 39 total carts    |
| b) | Briar Bay Golf Course    | two of 15 total carts    |
| c) | Palmetto Golf Course     | six of 88 total carts    |
| d) | Crandon Park Golf Course | eight of 120 total carts |
| e) | Country Club of Miami    | six of 166 total carts   |

Estimated quantity of turf work vehicles is 169 vehicles.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

**3.15 MAINTENANCE OF VEHICLES AND MAINTENANCE RESPONSIBILITIES**

The vendor is responsible for providing maintenance to all golf carts, personnel carriers and turf vehicles rented pursuant to this solicitation. It is understood that the prices submitted in this solicitation shall include all maintenance for all vehicles bid. The vendor shall provide, at his expense, all batteries, battery chargers, and all other parts necessary to keep the vehicles in working condition with canopy tops. Each Facility Manager shall inspect and determine the condition of each vehicle. If the condition of the vehicle is unacceptable, the vehicle must be replaced or reconditioned within 10 days after notification by the Facility Manager or authorized county representative. The notice will be in writing. Failure to correct any problem within ten (10) days from written notification shall be grounds for the County at the eleventh day to subtract the daily rental rate for that particular vehicle retroactive to the fourth day. As stipulated in Paragraph Section 2, Paragraph 2.26, bidders' service facilities must be located in South Florida (defined as Miami-Dade, Broward, Palm Beach and Monroe Counties).

Miami-Dade Transit Department vehicles require maintenance service within 24-hours of notice to vendor. The carts will be maintained at the Metro Rail Stations where they are located.

Any vehicle delivered that is considered unacceptable by the County shall be replaced within 24 hours of notice. Failure to correct or replace vehicle within twenty-four (24) hours shall result in no charges to the county.

The County will not be responsible for any loss to the golf carts by fire or theft, for ordinary wear and tear, or for any damage which occurs.

**VENDOR REQUIRED MAINTENANCE**

The Vendor shall:

- a) Provide all maintenance other than routine as outlined in subparagraph 2 below, including parts and labor as needs are identified.
- b) Response time shall be within a 24-hours of notice.
- c) Be responsible for all damage to the vehicles including misuse and abuse..
- d) Maintain the carts at Metrorail stations (i.e. adjust brakes, replace air in tires, check battery voltage levels, wash carts, etc.)

The County will conduct daily routine checks which will include the following:

- a) Provide an authorized representative who will be responsible to deliver the vehicles to the starting point of each location and secure the vehicles in the evening.

SECTION 3

TECHNICAL SPECIFICATIONS

**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

- b) The following routine inspections will be conducted daily by the County’s authorized representative:
  - i) Check batteries in battery carts, properly charge batteries, check water level and add water if necessary.
  - ii) Check brakes for proper adjustment and safety problems.
  - iii) Check tires for proper pressure. Add air to tires if necessary.
  - iv) Clean cab and wipe seats.
  
- c) The following routine maintenance will be conducted weekly by the County’s authorized representative:
  - i) Clean carts, wash inside and outside.
  - ii) Clean maintenance shed where carts are stored.
  - iii) For gasoline carts, check gasoline and oil levels and refuel, if necessary.
  - iv) For gasoline carts, check battery water level and add water, if necessary.

The vendor shall be responsible for all repairs and replacement as necessary.

**3.16 TOURNAMENT AND SPECIAL EVENT FLEET**

In addition to the foregoing, the vendor for Items 11 through 16 shall provide a “Tournament and Special Events Fleet” which shall consist of vehicles under two years old. If older than two years, carts must be approved by Golf Course Manager or authorized County representative. The models and colors must be consistent with the existing fleet and perform the specifications described in Section 3 of this solicitation. However, model and color requirements may be waived by the County.

**Golf Carts:** The vendor shall make available to the County, upon fourteen (14) days notice, up to one hundred forty (140) vehicles for tournament and special events. Orders may be placed for one cart and up to 140 carts.

**Passenger Carts:** The vendor shall make available to the County, upon fourteen (14) days notice, from one to 20 carts of 6 or more passenger capacity.

**Turf/Work Vehicles:** The vendor shall make available to the County, upon fourteen (14) days notice, from one to 20 vehicles.

SECTION 4  
**BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.**  
**Wednesday**  
**April 13, 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, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: 4/1/2011 This Bid Submittal Consists of  
TLR Pages **22** through **34** in addition  
**to all required affidavits**

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.

**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

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

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	<b><u>070-18</u></b>
Contracting Officer 1	Thelma L. Rodriguez

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

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 34 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 34 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	415	EA.	Golf Carts, Two-passenger, Four Wheel <u>Electric</u> Power, per Section 3, Paragraph 3.2 (a)	\$ _____ / per month	\$ _____
			<b><u>ACCESSORIES</u></b>		
1a			Plexi-glass windshield	\$ _____ / per month	\$ _____
1b			Plexi-glass information holder	\$ _____ / per month	\$ _____
1c			Trap rake w/holder	\$ _____ / per month	\$ _____
1d			Rain protector on sides and rear	\$ _____ / per month	\$ _____
1e			Golf club rain guard	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 1 (Items 1 and 1a-1e):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
			b) Head Lights	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		-
2	15	EA.	Golf Carts, Two-passenger, Four Wheel <u>Gasoline</u> Powered Per Section 3, Paragraph 3.2 (a)	\$ _____ / per month	\$ _____
			<b><u>ACCESSORIES</u></b>		
2a			Plexi-glass windshield	\$ _____ / per month	\$ _____
2b			Plexi-glass information holder	\$ _____ / per month	\$ _____
2c			Trap rake w/holder	\$ _____ / per month	\$ _____
2d			Rain protector on sides and rear	\$ _____ / per month	\$ _____
2e			Golf club rain guard	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			Make & Model Bid: _____		
			<b>TOTAL GROUP 2 (Items 2 and 2a-2e):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
			b) Head-Lights	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>3</b>	6	EA.	Golf Carts, One-passenger, four wheels, electric power, per Section 3, Paragraph 3.2 (b)	\$ _____ / per month	\$ _____
			<b><u>ACCESSORIES</u></b>		
3a			Plexi-glass windshield	\$ _____ / per month	\$ _____
3b			Plexi-glass information holder	\$ _____ / per month	\$ _____
3c			Trap rake w/holder	\$ _____ / per month	\$ _____
3d			Rain protector on sides and rear	\$ _____ / per month	\$ _____
3e			Golf club rain guard	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 3 (Items 3 and 3a-3e):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
			b) Head-Lights	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>4</b>	6	EA.	Personnel Carrier Vehicle, Six-passenger, Four Wheel Gasoline Powered, Per Section 3, Paragraph 3.3 (a)	\$ _____ / per month	\$ _____
<b>4-1</b>	1	EA.	Personnel Carrier Vehicle, Six passenger electric cart with wheel chair lift (wheel chair accessible) with lights, windshield, and sunshade, Per Section 3, Paragraph 3.3 (a)	\$ _____ / per month	\$ _____

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b><u>ACCESSORY</u></b>		
4a			Plexi-glass windshield	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 4 (Items 4, 4-1 and 4a):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
			b) Head-Lights	\$ _____ / per month	
			c) Wheel Chair Lift	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>5</b>	23	EA.	Personnel Carrier Vehicle, Six-passenger, Four Wheel <u>Electric</u> Power per Section 3, Paragraph 3.3 (b)	\$ _____ / per month	\$ _____
			<b><u>ACCESSORIES</u></b>		
5a			Hour-Meter	\$ _____ / per month	\$ _____
5b			Plexi-glass windshield	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 5 (Items 5 and 5a-5b):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Head-Lights	\$ _____ / per month	
			b) Sun Shade	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>6</b>	2	EA.	Personnel Carrier Vehicle, Eight-passenger, Four Wheel, Electric Power per Section 3, Paragraph 3.3 (c)	\$ _____ / per month	\$ _____

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b><u>ACCESSORIES</u></b>		
6a			Plexi-glass windshield	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 6 (Items 6 and 6a):</b>		\$ _____
			<b><u>OPTIONS:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
			b) Head-Lights	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>7</b>	1	EA.	Personnel Carrier Vehicle, Twelve-Passenger, Four Wheel Electric Power Per Section 3, Paragraph 3.3 (d)	\$ _____ / per month	\$ _____
			<b><u>ACCESSORY</u></b>		
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 7 (Items 7) :</b>		\$ _____
			<b><u>OPTION:</u></b>		
			a) Hour-Meter	\$ _____ / per month	
<b>8</b>	126	EA.	Turf/Work, Two-passenger, four wheel, Gasoline Powered 1,200 lbs minimum capacity, per Section 3, Paragraph 3.4 (a)	\$ _____ / per month	\$ _____
<b>8-1</b>	3	EA.	Turf Work, Two passenger, 4-wheel, gasoline powered, with manual dump, lights, windshield and sunshade. 1200lbs minimum capacity, per Section 3, Paragraph 3.4 (d)	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b><u>ACCESSORIES</u></b>		
8a			Beverage Cooler insert	\$ _____ / per month	\$ _____
8b			Sun canopy	\$ _____ / per month	\$ _____
8c			Plexi-glass windshield	\$ _____ / per month	\$ _____
8d			Hour-Meter	\$ _____ / per month	\$ _____
8e			Head-Lights	\$ _____ / per month	\$ _____
8f			Driving Range Ball Picker (Minimum 5 Drum Type)	\$ _____ / per month	\$ _____
8g			Driving Range Cab Enclosure	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
			Make & Model Bid: _____		
			<b>TOTAL GROUP 8 (Items 8, 8-1 and 8a-8g):</b>		\$ _____
			<b><u>OPTION:</u></b>		
			a) Tow Hitches (pintle or ball)	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>9</b>	<b>37</b>	<b>EA.</b>	<b>Four Wheel, Two-passenger, Electric Start Gasoline Engine 4 cycle Cart, per Section 3, Paragraph 3.4(b)</b>	<b>\$ _____ / per month</b>	<b>\$ _____</b>
			<b><u>ACCESSORIES</u></b>		
9a			Hydraulic Dump Kit	\$ _____ / per month	\$ _____
9b			Hour-Meter	\$ _____ / per month	\$ _____
			*If any of the items are standard equipment with the base cart, please write STD in the price line	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 9 (Items 9 and 9a-9b):</b>		<b>\$ _____</b>

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
			<b>OPTIONS:</b>		
			a) Power take-off rack	\$ _____ / per month	
			b) Tubular front bumper	\$ _____ / per month	
			c) Tailgate loading ramp	\$ _____ / per month	
			d) OMC adapter kit (Cushman or equal)	\$ _____ / per month	
			e) Fertilizer spreader – installed (Minimum 500 lbs. capacity)	\$ _____ / per month	
			f) Speedometer	\$ _____ / per month	
			g) Tachometer	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		
<b>10</b>	6	EA.	One-passenger, 3-cylinder, 4-cycle liquid-cooled gasoline engine, 950G. Vehicle must be equipped with lights, hydraulic power steering, clutch, high low gear shift with transmission supplying 8 forward gears and 2 reverse gears. per Section 3, Paragraph 3.4 (c)	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
<b>TOTAL GROUP 10 (Item 10-10a)</b>					\$ _____
			<b>OPTIONS:</b>		
			a) 200 gallon complete spray tank system w/18.5' open boom and a diaphragm pump.	\$ _____ / per month	
			b) 750 lb capacity fertilizer spreader with all necessary attachments to function. Spread width must be 2' to 46'.	\$ _____ / per month	
			*If any of the items are standard equipment with the base cart, please write STD in the price line		

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

<b>TOURNAMENT AND SPECIAL EVENT FLEET RENTAL CHARGES</b>					
<b>GROUP</b>	<b>EST. QTY.</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
<b>11</b>			Passenger carts per Section 3. Paragraph 3.2 and 3.16 (Less than 2 years old, 2 passenger four wheeled electric Golf Carts, up to 140 carts per day):		
11a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
11b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
11c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
11d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
11e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
11f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 11 (Items 11a-11f):</b>		<b>\$ _____</b>
<b>12</b>			Passenger Carts per Section 3, Paragraph 3.2.2 a) and 3.16.2 (Less than 2 years old, 6- passenger gasoline powered, 1-18 carts)		
12a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
12b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
12c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
12d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
12e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
12f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 12 (12a-12f):</b>		<b>\$ _____</b>

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>13</b>			Passenger Carts per Section #, Paragraph 3.2.2.b) and 3.16.2 (Less than 2-years old, 6-passenger electrically powered, 1-18 carts)		
13a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
13b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
13c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
13d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
13e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
13f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 13 ( 13a-13f):</b>		\$ _____
<b>14</b>			Passenger Carts per Section 3, Paragraph 3.2.2 c) and 3.16.2 (Less than 2 years old, 8 passenger electrically powered, 1- 15 carts)		
14a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
14b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
14c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
14d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
14e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
14f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 14 (14a-14f):</b>		\$ _____

**SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

GROUP	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>15</b>			Passenger Carts per Section 3, Paragraph 3.2.2 d) and 3.16.2 (Less than 2 years old, 12 passenger electrically powered, 1- 6 carts)		
15a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
15b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
15c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
15d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
15e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
15f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 15 (15a-15f):</b>		<b>\$ _____</b>
<b>16</b>			Turf/Work Vehicles Paragraph 3.2.3 c) and 3.16.3 (Less than 2 years old 1 passenger four wheeled Turf/Work Vehicles with Hydraulic Dump and Lights, 1-20 vehicles)		
16a	1	EA.	ONE DAY	\$ _____ / per day	\$ _____
16b	1	EA.	TWO DAYS	\$ _____ / per two day	\$ _____
16c	1	EA.	THREE DAYS	\$ _____ / per three day	\$ _____
16d	1	EA.	FOUR DAYS	\$ _____ / per four day	\$ _____
16e	1	EA.	ONE WEEK	\$ _____ / per week	\$ _____
16f	1	EA.	ONE MONTH	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		
			<b>TOTAL GROUP 16 (16a-16f):</b>		<b>\$ _____</b>
17	1	EA.	Provide and installation Solar powered charging stations:	\$ _____ / per month	\$ _____
			Make & Model Bid: _____		

**SECTION 4**  
**RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES**

18	4	EA.	To wash and clean carts at Metro-Rail Stations	\$ _____ / Per Cart	\$ _____
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SECTION 4  
RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES

SECTION 4  
BID SUBMITTAL FOR:

RENTAL OF GOLF CARTS, PERSONNEL CARTS AND TURF VEHICLES

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



BID SUBMITTAL FORM

Bid Title: Rental of Golf Carts, Personnel Vehicles and Turf Vehicles

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.

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

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

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

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

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

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**

RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES



Miami-Dade County

Department of Procurement Management

Affirmation of Vendor Affidavits

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

Contract No. : \_\_\_\_\_ Federal Employer Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

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

Printed Name of Affiant \_\_\_\_\_ Printed Title of Affiant \_\_\_\_\_ Signature of Affiant \_\_\_\_\_

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Address of Firm \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me  or has produced Identification

Type of identification produced \_\_\_\_\_

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

Print or Stamp of Notary Public \_\_\_\_\_ Expiration Date \_\_\_\_\_ Notary Public Seal \_\_\_\_\_



RENTAL OF GOLF, PERSONNEL CARTS AND TURF VEHICLES

SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

FORM 100

