



BID NO.: 5917-9/17

**OPENING: 2:00 P.M.
WEDNESDAY
June 6, 2007**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

**ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES
FOR A PERIOD OF ONE (1) YEAR WITH COUNTY OPTION TO RENEW FOR
NINE (9) ADDITIONAL ONE-YEAR PERIODS**

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: See Section 2.0, Paragraph 2.14
- EQUIPMENT LIST: N/A
- EXPEDITED PURCHASING PROGRAM (EPP) N/A
- INDEMNIFICATION/INSURANCE: See Section 2.0, Paragraph 2.11
- LIVING WAGE: N/A
- PRE-BID CONFERENCE/WALK-THRU: See Section 2.0, Paragraph 2.3
- SMALL BUSINESS ENTERPRISE MEASURE: See Section 2.9, Paragraph 2.2
- SAMPLES/INFORMATION SHEETS: N/A
- SECTION 3 – MDHA: N/A
- SITE VISIT/AFFIDAVIT: See Section 2.0, Paragraph 2.8
- USER ACCESS PROGRAM: See Section 2.0, Paragraph 2.21
- WRITTEN WARRANTY: N/A

FOR INFORMATION CONTACT:

James D. Munn, Jr. at 305-375-4846, or at munnj@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**Pre-Bid Conference (Recommended): May 23rd 2007
All Questions Due By: May 28th, 2007**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
TECHNICAL SERVICES DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 31 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 31 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5917-9/17

Title:

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES FOR A PERIOD OF ONE (1) YEAR WITH COUNTY OPTION TO RENEW FOR NINE (9) ADDITIONAL ONE-YEAR PERIODS

IT Contracts & Procurement Officer: James D. Munn, Jr.

Bids will be accepted until 2:00 p.m. on June 6th, 2007

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

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

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

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

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, Bids and Contracts Division.

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

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

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

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

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

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

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

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(i) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

SECTION 1
GENERAL TERMS AND CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
 3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration

SECTION 1
GENERAL TERMS AND CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- 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 Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that

preference be given to local businesses. A local business shall be defined as:

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

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2007. 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 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 work day 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

SECTION 1
GENERAL TERMS AND CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$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 work days 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 work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all

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

1.20. COLLUSION

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

SECTION 1
GENERAL TERMS AND CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The *Inspector General* (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27. PRE-AWARD INSPECTION

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

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the

Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

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

1.31. LOBBYIST CONTINGENCY FEES

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

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

1.32. COMMISSION AUDITOR – ACCESS TO RECORDS

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

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

2.1 PURPOSE

The purpose of this solicitation is to award a contract that will meet the current and future Antenna Tower needs, for, purchase, installation, maintenance and repair services for antenna towers at locations within Miami-Dade County for Public Safety and Data Communications. This will be accomplished on a Group basis as defined in 2.6 covering method of award.

Group 1 will establish a list of pre-qualified vendors who will be invited to submit price proposal on identified projects on a turnkey basis. These projects may range from adding or replacing microwave dishes or new antenna systems on existing towers to the installation of new tower structures complete with equipment shelters equipped with back-up power systems.

Group 2 will provide for the maintenance and repair services of existing antenna towers, microwave dishes, transmission lines, and hardware related to the maintenance and installation of the County's radio communication system. Vendors who are pre-qualified in this group will be asked to submit quotations for spot-market requirements.

Group 3 will address a need for priority services in the event of identified equipment or system failure and hurricane recovery response projects which typically follow a declared County emergency.

All successful vendors which meet or exceed the criteria established in this solicitation shall be afforded an opportunity to provide services to Miami-Dade County under the group(s) or service category to which they have been awarded.

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

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

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

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

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

2.3 PRE-BID CONFERENCE (RECOMMENDED)

A pre-bid conference (recommended) will be held on May 23rd 2007 at the Radio Division of the Enterprise Technology Services Department (ETSD) 6010 S.W. 87th Ave, Miami, Fl @ 9:00AM. This meeting will be to discuss the special conditions and specifications included within this solicitation.

NOTE: To insure adequate resources, the County is requesting an RSVP confirming your intention to attend this meeting. This request should include the names of individuals who will be present and must be submitted in writing to the Contract Officer or Agent named in section 2.20 by 2:00PM on Monday May 21st, 2007.

It is recommended that an authorized representative of the firm familiar with this solicitation or this subject area attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

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

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

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

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

2.5 OPTION TO RENEW: FOR NINE (9) ADDITIONAL YEAR(S)

The initial contract resulting from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional nine (9) year periods on a year-to-year basis.

Price Adjustment based on CPI (Group 3 Only):

Prior to completion of each exercised contract term, the County may consider an adjustment to price for Group 3 based on changes in the following pricing index: Consumer Price Index (CPI) for services covering urban wage earners and clerical workers for Miami-Ft. Lauderdale, FL.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

It is the responsibility of Vendor's awarded under Group 3 to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period for Group 3 based on such price adjustments.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

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

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

2.6 METHOD OF AWARD: TO MULTIPLE VENDORS BY GROUP

Award of this contract will be made to responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. These qualifications, requirements and conditions of award are set forth in sub-sections 2.6.1-2 and Section 4.0 Bid Submittal

2.6.1 PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES (For Groups 1 and 2)

GROUP 1: Furnish and install new public safety communication antenna towers, and new communication equipment shelters on a turn-key basis.

Award in Group 1 of this contract will be made to all responsive, responsible vendors who meet the following minimum qualifications:

A. Five (5) Commercial or Government business references to support a minimum of three (3) years of experience providing satisfactory services as described in this solicitation. These references shall be utilized by the County to confirm that bidders

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

have sufficient Project experience and expertise in the Radio Telecommunications Equipment and Parts and Technical Services Industry (see Section 4.0, paragraph 4.2.

- B. Three (3) references of antenna tower manufacturers with company name, address, contact person, telephone number, and the amount of years the successful bidder has had a business relationship with this manufacturer (See section 4.0, paragraph 4.8).
- C. To validate information submitted under item B (section 4.0 paragraph 4.8) the bidder shall submit a statement from the manufacturer confirming they are an authorized factory representative.

NOTE: For work that to be executed under this Group, awarded vendors may be requested to provide confirmation from the manufacturer of their willingness to furnish advance engineering documentation to the County for the purpose of evaluating design and installation services (See Section 4.0, Paragraph 4.8).

GROUP 2: Maintenance and repair services of existing antenna towers, microwave dishes, transmission lines, and hardware related to the maintenance and installation of the County's radio communication system.

Award in Group 2 of this contract will be made to all responsive, responsible vendors who meet the following minimum qualifications:

- A. Five (5) Commercial or Government business references to verify a minimum of three (3) years experience providing satisfactory services as described in this solicitation. These references shall be utilized by the County to confirm that bidders have sufficient experience and expertise in the Radio Telecommunications Equipment and Parts and Technical Services Industry (see Section 4.0, paragraph 4.3).
- B. Have an established business office that will provide information in response for regular service calls to ETSD and authorized Miami-Dade County representatives. (See Section 4.0, paragraph 4.4)
- C. Group 2 - Providing the name, phone number and a 24-hour available fax number of three company representatives, authorized to discuss matters concerning the installation, maintenance and repair services of antenna towers and communication accessories. (See Section 4.0, paragraph 4.3)

The successful vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase, or a specific purchasing period. The vendor then offering the lowest fixed price, meeting the statement of work (SOW) requirements provided by Miami-Dade County, shall be awarded for the specific period or specific purchase. The award to one vendor for a specific period or

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests.

The County will use standard practices (work inspection and completion reports, etc) to monitor the quality of work or services being provided. Problems will be documented and ETSD or authorized County departments will work promptly to resolve any and all disputes on a mutually agreeable basis. In the event this result can not be achieved, an official Non-Performance report will be filed with the Department of Procurement Management (DPM). The Vendor will then receive a Notice to Cure letter and a request to meet directly with DPM and representatives of the County department effected. If mutual agreement on an action is not reached to resolve the issue, Miami-Dade County will move to find the Vendor in Default of the contract in accordance with section 1.23.

If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition. Should Industry standard or generally accepted practices warrant, the County reserves the right to update the stated qualifications. In that event, all Vendors will be given an equal opportunity to meet updated standards.

Spot market pricing procedures may be initiated by either the using County department or by DPM. In general, written spot market quotes will be requested in writing from at least four (4) vendors unless circumstances otherwise dictate.

2.6.2 GROUP 3 METHOD OF AWARD: UP TO FIVE (5) VENDORS IN THE AGGREGATE BASED ON HOURLY RATE AND PERCENTAGE MARK-UP (Priority Services and Hurricane Recovery Response)

Award of this group will be made up to the five (5) lowest priced responsive, responsible vendors who offer hourly labor rates for items 1 through 4 listed in this solicitation (See section 4.0, paragraph 4.6). In addition vendors must meet the qualifications required for Group 1 - Project References (Item 4.2) and/or Group 2 - Business References (Item 4.3).

The successful vendors to whom award of Group 3 will be made shall be selected by adding all of the regular hourly labor rates, or if so structured, by adding all of the job classification extended dollar values, into an aggregate total. The lowest responsive, responsible vendor shall be designated as the primary vendor for all Priority Services and Hurricane Recovery Response projects that will be identified under this solicitation. Should the primary vendor declines this opportunity, or cannot provide a quote and /or services requested within the time frame provided by the County representative, the secondary vendor will be given the next opportunity and so on until a responsive vendor is found among the Awarded Vendors in Group 3.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Vendors awarded under this group will be asked in Section 4.0 (Item 4.7) to verify their ability to respond to Miami-Dade County within 2 Hours or as required. This group is being established to provide services in the event of a system failures or the aftermath of a declared County Emergency (i.e. Hurricane or other Natural Disaster). It should therefore be understood that local vendors who meet the stated requirements may have a logistical advantage in being able to respond to this award category.

The County reserves the right to request Vendors to supply parts and materials required to complete repairs. These items will be charged at cost plus a mark-up basis as noted in Section 4.0 (item 4.5). In connection with this provision Vendors shall provide with this bid proposal or during the bid evaluation period the manufacturer's or authorized distributor's letter stating that the bidder is authorized and has an established business relationship for the purchase of goods and available products as requested in Section 4.0.

Failure to provide the required documentation for covering qualifications with the bid submittal or during the bid evaluation period may render bid submission non-responsive.

2.7 GROUP 3 - PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

The prices proposed by the successful vendor(s) in section 4.0 (item 4.6) shall remain fixed and firm during the initial term of this contract, after which, provisions as stated in section 2.5 covering the County Option to Renew (OTR) shall apply

2.8 EXAMINATION OF COUNTY FACILITIES

PRE-BID SITE VISIT (Optional for all Award Groups)

A site visit (optional) has been scheduled for Wednesday May 23rd, 2007, at 10:00 AM. This optional visit will commence at the Telecommunications Center (TCC), located at 6010 SW 87th Avenue, Miami, Florida 33174. The site visit is scheduled to follow a Pre-Bid Conference (recommended) as defined in Section 2.3 Bidders intending to submit a response on this solicitation and who confirm a written interest in this site visit, will be invited to view a key County facility at the following location:

1. The Telecommunications Communication Center (TCC)
(6010 SW 87th Avenue,. Miami, Florida 33174)

Unless otherwise notified, this visit will begin at 10:00 AM. For information about directions to the above mentioned Telecommunications Center (TCC), you may contact Mr. Manny Fernandez at 305-596-8103 or Mr. Ramiro Diaz at 305-596-8693.

This optional Site Visit is being offered to Bidders an opportunity to become familiar with conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. For all bids received, it will be assumed that bidders have become completely familiar with all standard conditions and industry requirements that

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

may in any manner affect the work to be performed under the contract.

NOTE: For Security purposes, the County is requesting an RSVP confirming your intention to attend this optional pre-bid site visit. This request should include the names of individuals who will be present and should be submitted in writing to the Contract Officer or Agent named in section 2.20 by 2:00PM on Monday May 21st, 2007.

PROJECT SITE VISITS (Groups 1 and Group 2)

For identified Major Projects or scheduled maintenance and repair services, the Scope of Work (SOW) may require a **mandatory site visit** before submitting spot market quote(s) or detailed price proposal.. The purpose of such a required visit will be to become familiar with conditions in work area which may in any manner affect the work to be performed or affect the cost of the project in any manner. All communications during these visits shall be in accordance with the County Ordinance covering the Cone of Silence. These site visits may be considered mandatory and will be scheduled by the County on the Request for Quotation document distributed to all pre-qualified bidders. If site visits are defined as mandatory on the spot market solicitation documents, attending these visits will be a condition of award.

Pre-Qualified Vendors will be expected to carefully examine any/all drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. In providing spot market responses, bidders are presumed to have become familiar with all requirements contained in this solicitation and any subsequent addenda, or as may have been discussed during applicable site visits. In providing an offer to the County it shall be understood, you agree to perform and comply with all specified requirements.

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

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

- A. Worker’s Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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

CERTIFICATE HOLDER MUST READ:	MIAMI-DADE COUNTY 111 NW 1st STREET SUITE 1300
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SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

MIAMI, FL 33128

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.0, paragraph 1.22 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.0, paragraph 1.22 of this solicitation.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

For the purposes of this solicitation, the prequalification of Vendors under Groups 1 and 2 along with the establishment vendors capable of meeting requirements of Group 3, this provision will not apply. The County does however reserve the right to require the establishment of a performance bond for complex projects to be executed under Group 1.

GROUP 1 - PERFORMANCE BOND BASED ON FIXED DOLLAR AMOUNT:

In the event Miami-Dade County determines a need for this requirement for an identified project, the named pre-qualified vendor may be required to execute and deliver to the County a Performance and Payment Bond in the amount agreed project costs.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

If required, said Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
 2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.14 CERTIFICATE OF COMPETENCY: (For Group 1 Only)

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency for Structural Engineering or the applicable Professional or Technical certification as may be required by State, County or industry regulations. When mandated by local or State law for work to be performed, successful bidders to spot market awards, or their sub-contractors, must be fully certified by any applicable State or County Examination Board. Aforementioned certification shall be shown to the Contract Officer or County Project Manager prior to award.

2.15 METHODS OF PAYMENT

2.15.1 GROUPS 2 and 3 - LUMP SUM PAYMENT AFTER WORK IS COMPLETED (Maintenance & Repair Services; Priority Services & Hurricane Recovery Response)

Unless otherwise stated on the solicitation document, upon completion and acceptance of the work required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total value of the contract. This invoice shall be submitted to the County user department(s) that accessed the contract through a purchase order.

Additionally, invoices for work performed in connection with Hurricane recovery or those as a result of the activation of the County's Emergency Operations Center (EOC) shall specifically identify such projects or work for purposes of possible reimbursement of

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

expenses by FEMA or other Federal or State Agencies. Additional special requirements based work performed during or as a result of an EOC activation will be specified by Miami-Dade County on a case-by-case basis.

In connection with the provision for the supply of parts and materials under Group 3, the County will conduct a standard review invoices that include parts and material charges. Should this process indicate amounts that appear excessive the County reserves the right to request appropriate support documentation prior to payment

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 No.

- 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 Purchase order
 - Location and date of delivery of goods, services or property

2.15.2 GROUP 1 - PAYMENT SCHEDULES - Purchase and installation of Public Safety communication antenna towers, systems and communication equipment shelters.

Payment schedules for installation projects will be on an as completed basis, unless other wise stated on the identified Scope of Work or Request for Quotes for the specific tower installation project. After a written acceptance by the County's Project Manager that the project is completed, to the County's satisfaction that all deliverable have been received, the pre-qualified vendor(s) will submit an invoice for the services rendered to the County's billing address stated on the purchase order. The invoice shall be accompanied by an affidavit attesting that all liens and payments to material suppliers and sub-contractors involved in the project, if applicable, have been satisfied and that the County will be held harmless should any claims be filed after final payment has been received.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

The County may agree to provide partial or milestone payments for some projects. Should it be decided that milestone or partial payments serves the best interest of the project and the County, the details and payment schedules shall be outlined in the Scope of Work or request for pricing solicitation documents.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Enterprise Technology Services Department (ETSD) or an otherwise authorized County department.

2.17 DELIVERY REQUIREMENTS: COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 2.6 entitled "Method of Award". Unless mutually agreed by the parties, the completion date shall not exceed ten (10) calendar days after date of purchase order,

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.18 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.19 GUARANTEE SHOULD BE SUPPLIED IN WRITTEN FORM

Written guarantees should be submitted with the initial offer; however, the vendor may be given the opportunity to submit the guarantee to the County during the evaluation period as deemed appropriate to the project. At such time the vendor shall be given fifteen (15) calendar days to submit the information. Failure to meet this requirement may result in rejection of the offer. The vendor hereby agrees to investigate any or all complaints resulting from items and/or services supplied by the vendor and must agree to accept the return of any items and/or services not found acceptable. Refunds shall be either by check or a credit memorandum, whichever method is selected by the County.

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract please contact: James D. Munn Jr., by telephone at (305) 375-1443, or by email to: munnj@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

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

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 SAFETY, ACCIDENT PREVENTION AND BARRICADES

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

Additionally the County will require that all awarded vendors provide verification employees have been properly trained in the area of climbing safety in accordance with established industry standards (i.e. OSHA, NIOSH, etc.)

This verification can be in the form of a training certificates from ComTrain LLC, NATE (National Association of Tower Erectors) or similar privately held organizations. The County will also accept a copy of the bidders own safety training manual or procedures and a statement naming qualified employees.

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase 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 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

2.25 QUOTATIONS FOR MAJOR PROECTS OR SPOT MARKET REQUIREMENTS (For Groups 1 and 2 - Pre-Qualification Only)

The pre-qualified vendor(s) shall be required to submit written bids in response to Request for Quote (RFQ) solicitations submitted by County departments. The bid must be firm and bidders shall be thoroughly familiar with all project requirements, as defined on the solicitation documents and any addendum, prior to submitting their bids. No additional allowances will be made because of lack of knowledge of project requirements. Unless a solicitation requires a Notice of Award process as mandated by the County's Request for Review procedures, the project awards will only be indicated by submittal of a formal Miami-Dade County purchase order. Project work shall not commence until vendors have been issued a purchase order.

2.26 HOURLY RATE (For Group 3 Only)

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

2.27 LICENSES FOR TRADES

In accordance with the provisions of Miami-Dade County's Charter, professional contractors performing services in/or for Miami-Dade County must show that they have been duly licensed by the Qualifications Board of the County or the State of Florida where

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

applicable, prior to being awarded a contract by the County.

2.28 NON-EXCLUSIVE CONTRACT

Although the purpose of this solicitation is to secure a contract that can satisfy the total needs of the County or of a specific County agency, it is hereby agreed and understood that this solicitation and resultant contract does not provide an exclusive right to awardees hereunder to receive all orders that may be generated by the County in conjunction with this solicitation and resultant contract.

In addition, any and all commodities, equipment, and services required by the County in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the County.

2.29 PRIMARY VENDOR DESIGNATION (Group 3 Only)

The method of award identified in Section 2.6.2 of the solicitation for Group3 defines the method for determining the lowest responsive, responsible vendor. On this basis, the County will award this contract group and designate lowest bidder as the primary vendor, designate the second lowest bidder as the secondary vendor respectively. Three (3) additional responsive, responsible bidders will be awarded in this group based on price submitted in Section 4.0 of the bid submittal.

This ranking of vendors provides that the primary vendor shall be given the first opportunity and will have the right of first refusal, to perform the priority services or provide Hurricane restoration requirements intended to be executed under this group.

In the best interest of Miami-Dade County and in an effort to maintain multiple qualified vendors on this contract for priority services and hurricane recovery efforts, the County shall reserve the right to:

- Delete any vendor through established guidelines who demonstrates a continued lack of interest in responding to County requests for services in the event of system failures or during a declared County emergency.
- Suspend award privileges for any vendor who has not responded to a documented non-performance issue within the designated time frame.

In addition, the County reserves the right to re-rank awarded vendors in this group on an annual basis by requesting sealed updates to labor rates as quoted under Group 3. Should this option be exercised, all awarded vendors will receive 30 days notification prior to the renewal date of the contract. This option may also include the provision to invite additional vendors to this process in the event one of the additional awardees is no longer eligible to participate

SECTION 2
SPECIAL CONDITIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

It should be noted that price adjustments, if allowed under the terms and conditions of this bid, may affect the order of designation.

2.30 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

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

2.31 LISTING OF SUBCONTRACTORS AND SUPPLIER

In accordance with Ordinance 97-104, the Bidder shall submit with its Bid Proposal a listing of all first tier subcontractors who may perform any part of the Contract work, and suppliers who will supply materials for the Contract. Failure to submit this information as requested in section 4.0 shall render the bidder as non-responsive

2.32 WORK ACCEPTANCE

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

2.33 SECURITY REQUIREMENTS AT WATER AND SEWER

Miami-Dade County Water and Sewer Department (WASD) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of WASD frequently. These ID cards are required for access and are issued by the WASD at the current cost of \$20.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at WASD restricted areas. For more information concerning WASD ID cards, contact the Human Resources Section of WASD at (786) 552-8669.

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

3.1 SCOPE

The County is seeking to establish a contract to purchase, install and/or maintain antenna towers and related peripheral equipment. Group 1 provides the prequalification criteria to create a pool of pre-qualified contractors, able to plan, organize and manage the project for erection of public safety communication antenna towers and communications equipment shelter for Miami-Dade County on a turn-key basis. Group 2 provides minimums qualification and requirements for bidders able to repair and maintain the County's existing antenna tower for its radio communication system. The successful bidders under Group 2 will provide services in the repair and maintenance of all phases of fixed antennas and antenna tower repairs. This shall include, but not be limited to, replacement and/or repairs of tower structures, fixed rotation beacons, sidelights and associated controls. Group 3 provides priority services and hurricane recovery response.

3.2 GROUP 1 - MANDATORY QUALIFICATIONS REQUIREMENTS

To qualify for the pool of pre-qualified vendors in Group 1, Installation of Antenna Tower, you need to complete the information requested in items 4.1; 4.2 and 4.3 of the bid submittal and adhere to the conditions outlined in Section 2, paragraph 2.5.

Pre-qualified vendors will be placed in a pool and contacted only on an as needed basis when the County identifies a project for installation of a new antenna tower or replacing an existing tower. The process for soliciting quotes from pre-qualified vendors is as follows:

- 3.2.1 The County Departments will initiate the solicitation by electronically sending a Request for Quote (RFQ) document, with a Scope of Work (SOW), to all the pre-qualified vendors on the contract. The RFQ will be numbered and will define the procedure, conditions and requirements for submitting your quote. The vendors must adhere to all requirements on the solicitation documents and their proposal must meet all the conditions and requirements on the RFQ and SOW to be considered responsive to the solicitation.
- 3.2.2 The Scope of Work will define the engineering technical requirements for the installation and will govern all project work.
- 3.2.3 Site Visit and or a Pre-Bid Conference, if applicable, will be announced on the solicitation package. Opportunities will also be granted pertaining to the requirements on the SOW. However, any question relating to the solicitation must be submitted in writing and the answer(s) will be distributed to all bidders participating in the solicitation. Numbered Addendum will be issued should the requirements be modified during the site visit or due to issues raised by bidders.

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Requirements as modified on the addendums will supersede the original requirements.

- 3.2.4 Bidder must be willing to hold prices submitted during the solicitation for a new or replacement tower for a minimum of six (6) month unless otherwise mutually agreed in writing.
- 3.2.5 The County reserves the right to reject all submitted cost proposals or quotations.
- 3.2.6 In accordance with AO 3-38, all projects over \$1 million dollars will be presented to the Board of County Commissioners for approval prior to award or the issuance of a purchase order and/or notice to proceed for major projects under this group.

3.3 GROUP 2 - MAINTENANCE AND REPAIR SERVICES (FOR MATERIALS AND SUPPLIES ORDERS):

The County shall have the option of supplying all or some materials and parts on any maintenance or repair project. This option will be exercised when in the County's best interest. Should the vendor be asked to supply materials for a project, the maximum markup for materials supplied shall not exceed 20% over Vendor's cost. The County reserves the right to request proof of cost for any materials provided by the successful bidder on a per project basis prior to the payment of any invoice.

3.4 QUALIFICATIONS:

The successful pre-qualified vendors must have at least three (3) years of verifiable experience in commercial or government antenna and antenna tower maintenance. Vendors must have experience in repairs of fixed rotation beacons, sidelights and associated controls. In addition, a strong knowledge of Heliac and Waveguide repairs, replacement or connector and hardware associate with all type of transmission line.

Bidders or their sub-contractors must be knowledgeable and adhere to the following Telecommunications Standards and Codes:

- 3.4.1 NFPA 70 National Fire Protection Code or National Electrical Code.
- 3.4.2 NFPA 780, "Standard for the Installation of Lightning Protection Systems".
- 3.4.3 Motorola R 56, "Standards and Guidelines for Communication Sites".
- 3.4.4 Florida Building Code.
- 3.4.5 IEEE Green Book, "Recommended Practice for Grounding of Industrial and Commercial Power Systems"

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

- 3.4.6 ANSI/TIA/EIA-568-A, “Commercial Building Telecommunications Cabling Standard (Latest Revision)”.
- 3.4.7 ANSI/TIA/EIA-569-A, “Commercial Building Standards for Telecommunications Pathways and Spaces (Latest Revision)”
- 3.4.8 ANSI/TIA/EIA-606, “The Administration Standard for the Telecommunications Infrastructure of Commercial Building.
- 3.4.9 ANSI/TIA/EIA-607, “Commercial Building Grounding and Bonding Requirements for Telecommunications
- 3.4.10 Comply with applicable Federal, State and Local Codes and requirements including the Florida Building Code.

The successful vendors shall be able to provide equipment and labor for the installations and maintenance or repairs of all types of antennas and Microwave Dishes corresponding to the different sections of radio spectrum, from VHF to 40 GHz. Successful bidders must be able to procure and install transmission lines, polyphasers, connectors, bi-directional amplifiers, antenna pre-amplifiers accessories and hardware associated to these installations. In addition, Group 2 bidders will be expected to advise the Radio Communications supervisor or designated County representative to assist in determining whether new antennas are required or whether existing antennas need to be re-located in order to optimize the effectiveness of County’s Radio Communication system. This information will be exchanged in the form of an inspection or work completion report. This form shall be provided by the County and will be required to validate any charges billed or invoice presented to Miami-Dade County for payment.

The successful pre-qualified and awarded vendors shall be capable of, but not limited to, installing pigtails and fabricate co-axial cables, connector, etc. The successful pre-qualified vendors shall be familiar with clamping devices, all types of brackets and hardware required to maintain an RF communication system including but not limited to, installation of grounding and bonding of antenna towers, antennas, transmission lines, lighting protection devices, tower repairs and have the capability to reinforce and/or replace towers or sections of towers

3.5 EXISTING ANTENNA TOWER LOCATIONS

The names and locations of the main radio antenna sites that will require services under this contract are listed below. Additionally, there are unnamed minor installations of base stations and other radio equipment spread throughout Miami Dade County that shall be serviced under this contract.

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Note: all locations will belong to Miami-Dade County as services may be requested for antenna sites and tower installations belonging to other municipalities or other clients of ETSD.

Location Name & Address	Site Description	Height
Steven P Clark Center (County Administration Building) 111 N.W. 1 st Street Miami Fl. 33128	Roof Top installation consisting of six concrete columns which support several communication antennas (mainly 800 MHz, UHF, and 6 GHz microwave dishes) as well as a structural steel catwalk which is used to service these antennas The catwalk consists of parallel rows of steel beams which support the floor grating and pipe railings.	545'
Interama Site 15655 Biscayne Blvd, North Miami Beach, Fl. 33160	ROHN triangular cross section self-supported type tower for use of 800 MHz, UHF, and microwave 6 GHz antennas support, as well as 800 MHz Tower Top Amplifiers. The transmission lines are mainly LDF-7, LDF-5 and EW63 types	250'
Krome & Bauer 177 th Avenue & S.W 264 th Street, Homestead, Fl. 33031	ROHN self-supported, triangular cross-section type tubular tower, used to support 800 MHz TX & RX antennas, 800 MHz Tower Top Amplifiers; dipole array and monopole-type UHF antennas, as well as microwave 6 GHz dishes. The transmission lines are 7/8", 1 5/8", and EW63 types.	340'
Miami International Airport (MIAD) Flamingo Parking Garage Miami, Fl. 33142	Roof Top installation consisting of: TX and RX 800 MHz, Tower Top Amplifiers, one 6 GHz microwave dish, UHF TX RX antennas, as well as some other miscellaneous antennas. The transmission lines are mainly LDF-7, LDF-5, and WE65.	110'
Miccosukee US Route 41 – 20 miles West of the Miccosukee Indian Resort & Casino	ROHN – Triangular cross-section self-supported type tubular tower. The tower support 800 MHz, 900 MHz and UHF TX/RX antennas, as well as a 800 MHz Tower Top Amplifier, 2 GHz microwave dish. The transmission lines are mainly LDF-7, LDF-4, LDF-5, and LDF-4 types.	200'

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

<p>Palm Spring North 7750 N.W. 186th Street Hialeah, Fl. 33015</p>	<p>ROHN Triangular cross-section self-supported type tubular tower containing 800 MHz Receiver & UHF antennas, 6 GHz microwave dishes, Tower Top Amplifiers and type LDF-4, 5, 7, and EW63 transmission lines.</p>	<p>190'</p>
<p>Palmetto Rail Yard 6601 N.W. 72nd Avenue Miami, Fl. 33166</p>	<p>ROHN – Triangular cross-section self-supported type tubular tower containing 800 MHz & UHF antennas, Tower Top Amplifiers and 7/8 & 1-5/8 transmission lines.</p>	<p>200'</p>
<p>Richmond Naval Air Station 12400 S.W. 152nd Street (Metro Zoo) Miami Fl. 33177</p>	<p>Roof Top installation consisting of a 120-Ft self-supported, triangular cross-section tubular tower on top of civil structure for a total height of 246'. The tower support 800, UHF, 900 MHz, 6 GHz microwave dish and miscellaneous antennas. Some of the antennas are mounted on the parapet of the civil structure. The transmission lines are mainly 1-5/8, 7/8, and EW63 transmission lines.</p>	<p>246'</p>
<p>ETSD Radio Division Headquarters Telecommunications Center (TCC) 6010 S.W. 87th Ave Miami, Fl. 33173</p>	<p>ROHN self-supported, triangular cross-section type tubular tower, used to support 800 MHz TX & RX antennas, 800 MHz Tower Top Amplifiers; dipole array and monopole-type UHF antennas, VHF, and microwave 6 GHz dish-type antennas . The transmission lines are 7/8", 1 5/8", and EW63 types.</p>	<p>275'</p>
<p>Trail Glades US41 & Krome Ave</p>	<p>ROHN – Triangular cross-section self-supported type tubular tower containing 800 MHz Receiver & UHF antennas, 6 & 2 GHz microwave dishes, Tower Top Amplifiers and LDF-4, 5, 7 , and EW63 transmission lines.</p>	<p>350'</p>
<p>North District Waste Water Treatment Plant 2575 N.E. 151st Street Miami, Fl</p>	<p>US TOWER Model.TX-472 3 legged tubular design, 3 section manual crank-up self supporting tower.</p>	<p>70'</p>
<p>Central District Waste Water Treatment Plant 3989 Rickenbacker Causeway</p>	<p>US TOWER Model.TX-472 3 legged tubular design, 3 section manual crank-up self supporting tower.</p>	<p>70'</p>

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

Miami, Fl		
South District Waste Water Treatment Plant 8950 S.W. 232 nd Street	US TOWER Model.TX-472 3 legged tubular design, 3 section manual crank-up self supporting tower.	70'
Westwood Lakes Maintenance Center 4801 S.W. 17 th Avenue Miami, Fl	ROHN self-supported, triangular cross-section type tubular tower	100'
Leisure City Waste Water Treatment Plant 3989 Harding Street Homestead, Fl	US TOWER Model.TX-472 3 legged tubular design, 3 section manual crank-up self supporting tower.	70'

3.5.1 Location Site Changes:

The locations of existing antenna towers are listed above for the purpose of identifying the specific facilities and locations to be serviced under the Group 2 and Group 3 award. It is hereby agreed and understood that facilities may be added or deleted from the contract, as long as they are located in Miami-Dade County. These changes can be requested by any County Department or other agencies authorized to use this contract.

3.5.2 Site Location and/or Tower Descriptions

The County has provided bidders a physical description of current locations for technical and orientation purposes. Additional engineering information would be available upon request and provided by Miami-Dade County when required for specific work to be performed on a case-by-case basis.

3.6 PROCEDURES FOR ORDERING MAINTENANCE AND REPAIR SERVICES

3.6.1 GROUP 2 - Standard Maintenance and Repair Services For standard maintenance services, County Radio Operations staff will develop a Scope of Work (SOW) that will be used to solicit quotes. The County will solicit quotes utilizing the SOW and a Request for Quote (RFQ) solicitation document. These documents will define requirements and terms and conditions of the spot market award. The responsive pre-qualified bidder submitting the lowest price shall be awarded the project and receive an official Miami-Dade County purchase order informing them to commence work based on the conditions of award. Maintenance and repair award under Group 2 will typically be under \$50,000.

3.6.2 GROUP 3 - Priority Services and Hurricane Recovery Response: On projects declared priority services and/or hurricane recovery response the County will give

SECTION 3
TECHNICAL SPECIFICATIONS

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

the primary vendor the first opportunity to respond. Projects awarded under Group 3 will be characterized as urgent. A SOW may not be developed and the vendor will be instructed to perform based on a walk through and instruction on the purchase orders. Any such order will be specifically issued by the County Department or other agency authorized to use this contract. Projects or work executed under this award group will typically be limited to \$5,000 unless a declared County emergency warrants otherwise. Bidder must submit invoices detailing the number of work hours and materials used on the project and may be required to submit payroll documents and/or original invoices to support the invoiced charges.

Should the primary vendor declines this opportunity, or is unable to provide a quotation and /or services requested within the time frame requested by the County, the secondary vendor will be given the next opportunity and so on until responsive vendor is found among the responsive responsible vendors awarded under Group. 3. See conditions of award under section 2.6.2 and 2.29

- 3.6.3 **GROUPS 1-3** - The issuance of a Miami-Dade County Purchase Order is the only recognized method for awarding projects or specific work under this contract.

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

OPENING: 2:00 P.M.
WEDNESDAY
June 6, 2007
BID NO.: 5917-9/17



INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

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

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

Issued by: DPM Date Issued: This Bid Submittal Consists of Pages
JDM Technical Services Division 05/16/07 26 through 39 and 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.

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES
FOR A PERIOD OF ONE (1) YEAR WITH COUNTY OPTION TO RENEW FOR
NINE (9) ADDITIONAL ONE-YEAR PERIODS

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

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

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 968-16	
IT Contracts and Procurement Officer: James D. Munn, Jr.	

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES ONLY

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 39 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 39 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.1 QUALIFICATIONS AND KNOWLEDGE OF INDUSTRY STANDARDS

ALL GROUPS: VENDORS WILL BE EXPECTED TO PROVIDE EVIDENCE OF SUFFICIENT EXPERIENCE BASED ON PREVIOUS JOB PERFORMANCE REFERENCES AND PERFORM WORK BASED ON QUALIFICATIONS AND A WORKING KNOWLEDGE OF THE APPLICABLE INDUSTRY STANDARDS AS NOTED BELOW.

ITEM 1 – INDICATE YES OR NO TO CONFIRM COMPANY EXPERIENCE BASED ON CURRENT EMPLOYEES OR SUB-CONTRACTORS NAMED IN ITEM 2 OF THIS SECTION OR APPENDIX AFFIDAVIT (Page 7 of 8) INCLUDED IN THIS SOLICITATION COVERING ORDINANCE 97-104

	YES	NO
NFPA 70 National Fire Protection Code or National Electrical Code.	<input type="checkbox"/>	<input type="checkbox"/>
NFPA 780, “Standard for the Installation of Lightning Protection Systems”.	<input type="checkbox"/>	<input type="checkbox"/>
Motorola R 56, “Standards and Guidelines for Communication Sites” or an equivalent Industry Standard.	<input type="checkbox"/>	<input type="checkbox"/>
Local, State and Federal construction codes- as related to antenna tower installation services.	<input type="checkbox"/>	<input type="checkbox"/>
IEEE Green Book “Recommended Practice for Grounding of Industrial and Commercial Power Systems”.	<input type="checkbox"/>	<input type="checkbox"/>
ANSI/TIA/EIA-568-A, “Commercial Building Telecommunications Cabling Standard	<input type="checkbox"/>	<input type="checkbox"/>
ANSI/TIA/EIA-569-A, “Commercial Building Standards for Telecommunications Pathways and Spaces.	<input type="checkbox"/>	<input type="checkbox"/>
ANSI/TIA/EIA-606 “The Administration Standard for Telecommunications Infrastructure of Commercial Building.	<input type="checkbox"/>	<input type="checkbox"/>
ANSI/TIA/EIA-607, “Commercial Building Grounding and Bonding Requirements for Telecommunications.	<input type="checkbox"/>	<input type="checkbox"/>
EIA/TIA-222, “Tower Foundation and Anchor Design.”	<input type="checkbox"/>	<input type="checkbox"/>
FAA Advisory Circular 70/7460-1H, “Obstruction Marking and Lighting.”	<input type="checkbox"/>	<input type="checkbox"/>
FAA-STD-019d, “Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Electronic Equipment.”	<input type="checkbox"/>	<input type="checkbox"/>
Department of Transportation Federal Aviation Administration Standards. Code of Federal Regulations 47, Part 17 “Construction, Marking, and Lighting of Antenna Structures.	<input type="checkbox"/>	<input type="checkbox"/>

ANSWERING NO TO ANY ITEM SHALL RENDER YOUR SUBMITTAL AS NON-RESPONSIVE.

**BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

4.1 QUALIFICATIONS AND KNOWLEDGE OF INDUSTRY STANDARDS (Cont'd)

Item 2 - List of Sub-Contractors used to support technical qualifications and knowledge of applicable industry standards.

No	Sub-Contractor Name (Professional License Holder)	Technical Classification or Engineering category* (Specify Type and Area of Expertise)

Examples for Column 2 of the above table

Type	Professional Designation	Description or area of expertise
PE	Professional Engineer	Civil, Electrical, Structural, Mechanical, etc.
CC	Certified or Licensed Contractor	<ul style="list-style-type: none"> • Master Electrician • Registered Alarm Contractor 1 • Registered Alarm System Contractor 2 • Specialty Electrical Contractor (includes low Voltage)

NOTE: Miami-Dade County reserves the right to verify all information, validate qualifications and approve the use of sub-contractors in accordance with sections 1.15 and 2.31 of this solicitation and applicable ordinances.

	YES	NO
Item 3 Confirm that you have supplied documentation covering Safety Training as specified in section 2.22 This verification can be in the form of training certificates from ComTrain LLC, NATE (National Association of Tower Erectors) or similar privately held organizations. The County will also accept a copy of the bidders own safety training manual or procedures and a statement naming qualified employees.	<input type="checkbox"/>	<input type="checkbox"/>

BID SUBMITTAL FOR:
 ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.2 GROUP 1 - PROJECT REFERENCES

Provide the name of five (5) references and submit any document that would demonstrate and validate a minimum of three(3) years of experience in the installations of commercial and/or governmental RF communication antenna towers with communication shelters and microwave antenna systems.

Reference # 1	Company Name			
	Address			
	Contact Name:			
	Telephone:		Years doing business with your firm:	
	Project Description(s):			
Total Value of Project(s):		\$ _____		

Reference # 2	Company Name			
	Address			
	Contact Name:			
	Telephone:		Years doing business with your firm:	
	Project Description(s):			
Total Value of Project(s):		\$ _____		

NOTE A: Please attached additional sheets or include appropriate support documents to describe to validate Group 1 - Project References 1 through 5.

NOTE B: Vendors submitting to be awarded under Group 3 must meet the qualifications required for Group 1 - Project References (Item 4.2) and/or Group 2 - Business References (Item 4.3)

BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.2 GROUP 1 - PROJECT REFERENCES (Cont'd)

Reference # 3	Company Name			
	Address			
	Contact Name:			
	Telephone:		Years doing business with your firm:	
	Project Description(s):			
Total Value of Project(s):		\$ _____		

Reference # 4	Company Name			
	Address			
	Contact Name:			
	Telephone:		Years doing business with your firm:	
	Project Description(s):			
Total Value of Project(s):		\$ _____		

Reference # 5	Company Name			
	Address			
	Contact Name:			
	Telephone:		Years doing business with your firm:	
	Project Description(s):			
Total Value of Project(s) :		\$ _____		

BID SUBMITTAL FOR:
 ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.3 GROUP 2 - COMMERCIAL OR GOVERNMENT BUSINESS REFERENCES

Provide the name of five (5) business references for customers your have provided services to as defined under Group 2 covering maintenance and repair services for Antenna Towers and/or Microwave systems for a minimum of three (3) years.

Reference # 1	Company Name			
	Address			
	Contact Name:			
	Telephone:		E-Mail:	
	Years doing business with your firm:			
Estimated Annual Gross Sales:		\$ _____		

Reference # 2	Company Name			
	Address			
	Contact Name:			
	Telephone:		E-Mail:	
	Years doing business with your firm:			
Estimated Annual Gross Sales:		\$ _____		

Reference # 3	Company Name			
	Address			
	Contact Name:			
	Telephone:		E-Mail:	
	Years doing business with your firm:			
Estimated Annual Gross Sales:		\$ _____		

BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.3 GROUP 2 - COMMERICAL OR GOVERNMENT BUSINESS REFERENCES
(Continued from Previous page)

Reference # 4	Company Name			
	Address			
	Contact Name:			
	Telephone:		E-Mail:	
	Years doing business with your firm:			
	Estimated Annual Gross Sales:		\$ _____	

Reference # 5	Company Name			
	Address			
	Contact Name:			
	Telephone:		E-Mail:	
	Years doing business with your firm:			
	Estimated Annual Gross Sales:		\$ _____	

NOTE A: Vendors submitting to be awarded under Group 3 must meet the qualifications required for Group 1 - Project References (Item 4.2) and/or Group 2 - Business References (Item 4.3)

**BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

4.4 GROUP 2 - MAINTENANCE AND REPAIR SERVICES – Business Office and Personnel Information for Regular service calls or technical support

Office Address:	
Contact Person # 1	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

Office Address: (If different as provided above)	
Contact Person # 2:	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

Office Address: (If different as provided above)	
Contact Person # 3	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

**BID SUBMITTAL FOR:
ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES**

FIRM NAME: _____

4.6 GROUP 3 – PRIORITY SERVICES AND HURRICANE RECOVERY RESPONSE

Please provide your hourly charges for the radio tower technician support services identified in this solicitation document. Price each separate category of services described below. You must bid on every labor category to be considered responsive. The labor hour quantities described below are the County’s anticipated requirements during the next twelve (12) month contract period. Award of this group will be based on the lowest total extended labor rates.

Items	Estimated Quantity	Description	Labor Rate Per Hour	Extended Labor Rate
1.	500 Hours	Radio Tower Technician (two (2) hour response time) Regular Business hours	\$ _____	\$ _____
2.	500 Hours	Radio Tower Technician (two (2) hour response time) After Business hours /Weekends & Holidays. (Emergency Response)	\$ _____	\$ _____
3.	2,000 Hours	Radio Tower Technician (forty-eight (48) hour response time) Regular Business hours (Hurricane Recovery Response)	\$ _____	\$ _____
4.	1,000 Hours	Radio Tower Technician – Scheduled Overtime Work. After Business hour- Weekends & Holidays.	\$ _____	\$ _____
		TOTAL (Items 1 through 4)		\$ _____

NOTE A: A price must be offered for all items (1-4) to be considered responsive in this group.

NOTE B: Vendors submitting to be awarded under Group 3 must meet the qualifications required for Group 1 - Project References (Item 4.2) and/or Group 2 - Business References (Item 4.3).

BID SUBMITTAL FOR:
 ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.7 GROUP 3 – PRIORITY SERVICES AND HURRICANE RECOVERY RESPONSE PERSONNEL INFORMATION – ability to respond within two (2) hours and as deemed necessary by Miami-Dade County to provide required services.

Contact Person # 1	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

Office Address: (If different from primary address)	
Contact Person # 2:	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

Office Address: (If different from primary address)	
Contact Person # 3	
Current Responsibility in the Firm: (include Title or Position description)	
Office Phone Number:	
Mobile Phone Number:	
Alternative Contact Information: (i.e. Blackberry, Satellite Phone)	
Fax Number (Available 24 hours a day):	

BID SUBMITTAL FOR:
 ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

FIRM NAME: _____

4.8 MANUFACTURERS' REFERENCES: (Group 1 Only)

Please provide the name of three (3) antenna tower manufacturers your firm has a current business relationship with, and submit with your proposal a letter on the manufacturer's letterhead, signed by a person of authority, indicating that the manufacture is willing to provide all engineering documentation to the County for the purpose of evaluating design, in case a decision is made to utilize their antenna towers in one of the projects awarded under this pre-qualification.

Reference # 1	Company Name			
	Address			
	Contact Name:			
Telephone:		Years dealing with your firm:		

Was letter from manufacturer submitted with response? Yes No

Reference # 2	Company Name			
	Address			
	Contact Name:			
Telephone:		Years dealing with your firm:		

Was letter from manufacturer submitted with response? Yes No

Reference # 3	Company Name			
	Address			
	Contact Name:			
Telephone:		Years dealing with your firm:		

Was letter from manufacturer submitted with response? Yes No

SECTION 4
BID SUBMITTAL FOR:

ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: ANTENNA TOWERS, INSTALLATION, MAINTENANCE AND REPAIR SERVICES

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

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

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

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ___/___-___/___/___/___/___

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

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

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

SUBSCRIBED AND SWORN TO (or affirmed) before me this day of He/She is personally known to me or has presented as identification. Type of identification

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

Notary Public - State of

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

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

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title
_____/_____-____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

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

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

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

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

- a _____ corporation
- partnership
- joint venture

PLEASE NOTE:

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

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

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

CODE OF BUSINESS ETHICS

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

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

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____/____-____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

