



BID NO.: 7271-0/18

**OPENING: 2:00 P.M.
Wednesday
July 30, 2008**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

HYDRAULIC PARTS AND REPAIRS (NON-GSA)

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

CATALOGUE AND LISTS:.....	SECTION 2, PARAGRAPH 2.24
CERTIFICATE OF COMPETENCY:.....	N/A
INDEMNIFICATION/INSURANCE:.....	SECTION 2, PARAGRAPH 2.11
LIVING WAGE:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:.....	SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:.....	SECTION 2, PARAGRAPH 2.6 AND APPENDIX “B”
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:.....	SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	SECTION 2, PARAGRAPH 2.19

FOR INFORMATION CONTACT:

KM! RA AT 305-375-1291, OR AT KMRA@MIAMIDADE.GOV

IMPORTANT NOTICE TO BIDDERS:

PLEASE COMPLETE AND SUBMIT ALL ATTACHED AFFIDAVITS.

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING 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: 7271-0/18

Title: Hydraulic Parts and Repairs

Sr. Procurement Contracting Agent: Km! Ra, CPPO, CPPB, C.P.M.

Bids will be accepted until 2:00 p.m. on Wednesday, July 30, 2008

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

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

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

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS
Hydraulic Parts and Repairs

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

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

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

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

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

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

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

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

B. Vendor Registration

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

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

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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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(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

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

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

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

1.3. PREPARATION OF BIDS

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

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1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

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

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

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

1.11. CONTINUATION OF WORK

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

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1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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

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

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

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

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1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

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

1.26 OFFICE OF THE INSPECTOR GENERAL

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

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award 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.

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2.1 PURPOSE: TO PRE-QUALIFY VENDORS

The purpose of this solicitation is to pre-qualify vendors for future bidding through the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors, which meet or exceed the criteria established in this solicitation, by Group, shall be placed in the vendors' prequalification pool for that Group, which may be accessed by County departments in order to obtain price quotations for the provision of various types of hydraulic parts and repairs, as required.

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

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

2.2.2 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.

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

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: TEN (10) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the ten (10) year period.

2.5 OPTION TO RENEW

Intentionally Omitted

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2.6 METHOD OF AWARD: PREQUALIFIED VENDORS BY GROUP FOR PARTICIPATION IN SUBSEQUENT SPOT MARKET PURCHASES

- 2.6.1 Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications (by Group) as set forth in this solicitation. The awarded vendors in Group Nos. 1 through 4 shall be pre-qualified to provide competitive spot market quotations for hydraulic parts, supplies, and repair services when required by various Miami-Dade County departments.
- 2.6.2 When these hydraulic parts, supplies, and repair services are required, the awarded vendors shall be invited to offer a firm fixed delivered price for the specific items, parts, supplies, or repairs to the requesting County department. After the application of any evaluation preferences applicable to that particular purchase, the vendor offering the lowest firm fixed price on the order shall be issued the award thereof. The award of a specific order to one vendor does not preclude the remaining pre-qualified vendors from submitting offers for other items.
- 2.6.3 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. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.
- 2.6.4 In some situations, the deciding factors for the basis of individual award of purchases made under this contract, may be determined by the need for an authorized County employee to pick up the item, the urgency of the requirement, the availability of the material, the geographic location of the vendor, and the delivery time.
- 2.6.5 The following are the minimum criteria established for bidders to pre-qualify for bidding on each Group:

2.6.5.1 **GROUP NO. 1 – HYDRAULIC PARTS**

- A. The bidder should provide a copy of their Local Business Tax Receipt (formerly Occupational License) and written proof of being a manufacturer's approved or designated distributor or stocking dealer of parts and supplies for the brands listed in the bidder's proposal, (Section 4). The bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period. Failure to meet this requirement will result in the vendor's proposal being declared non-responsive.
- B. The bidder must maintain an office/warehouse staffed with company representatives who can be contacted during regular working hours and who are knowledgeable on hydraulic parts and authorized to discuss matters pertaining to this contract.

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- C. The bidder must have a working fax machine and/or e-mail address available twenty-four (24) hours a day to expedite quotes.

2.6.5.2 GROUP NO. 2 - HYDRAULIC REPAIRS

- A. The bidder should provide a copy of their Local Business Tax Receipt (formerly Occupational License) and written verifiable proof of being an established company involved in hydraulic repairs. The bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period. Failure to meet this requirement will result in the vendor's proposal being declared non-responsive.
- B. The bidder must have a facility with a minimum size of 3,750 square feet which will allow a refuse packer 35 feet long, 12-1/2 ft. high x 9-1/2 ft. wide, or a trailer 42 ft. long x 12-1/2 ft. wide x 8 ft. wide to be worked on completely, in an enclosed structure. This requirement will be verified by an on-site inspection by authorized County personnel assigned to this contract.
- C. If required for the work being quoted, the bidder must have a facility that provides security in the form of a fenced, locked lot, or inside of a secure building, for no less than one (1) refuse packer and one (1) trailer-sized vehicle simultaneously.
- D. The bidder must have competent staffing, that may be contacted Monday thru Friday, from 8:00 a.m. to 5:00 p.m. In addition, the facility must have an operating fax machine and/or e-mail address to expedite quotes.
- E. The bidder must have a minimum of two (2) years experience in hydraulic equipment repairs. The bidder must submit the names and contact information of at least two (2) current or former clients as references, who are able to verify the bidder's years of experience.

- 2.6.5.2.1 The awarded bidders in Group 2 will be pre-qualified to participate in spot market purchases on an as needed when needed basis. At that time, all the pre-qualified bidders shall be asked to submit an itemized written fixed price to the County within a 24-hour period after being contacted by the user department. The detailed quote must reflect all parts, labor and hourly rates utilized for the repair, with each item priced individually. Lump sum estimates are not acceptable. The County reserves the right to award the repair job to the lowest bidder, or reject the quotes and obtain the required service from another source if deemed in its best interest. It shall be the sole prerogative of the County to determine whether the units are to be repaired in the awarded vendor's own shop or on County premises.

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- 2.6.5.2.2 For all repairs in Group 2 of this contract, the user department will obtain written estimates from all vendors prequalified under this group. The repair work shall be awarded to the vendor who submits the lowest price. However, the County reserves the right to award the repair work to the next lowest bidder (and so on) if the lowest bidder is unable to perform the work within the time specified
- 2.6.5.2.3 The County at its sole discretion may reject quotations where the County determines that the Vendor has submitted a price that is insufficient to perform the job or is in excess of the County's estimate to perform the job. Where such circumstances exist, the County may elect to obtain additional quotations, issue a separate bid, or utilize in-house resources to complete the job.
- 2.6.5.2.4 Emergency repairs may be awarded based on the availability of material, geographical location of the vendor and /or completion time, in the best interest of the County.

NOTE 1: BIDDERS MAY BID ON GROUP 3, GROUP 4, OR BOTH (MIAMI-DADE HOUSING AGENCY [MDHA] PURCHASES); SECTION 3 REQUIRED DOCUMENTS FOR MDHA MUST BE SUBMITTED IN ORDER TO PARTICIPATE UNDER GROUPS 3 AND 4 (USE OF FEDERAL FUNDS ONLY).

2.6.5.3 **GROUP NO. 3 – HYDRAULIC PARTS (MDHA)**

- A. The bidder should provide a copy of their Local Business Tax Receipt (formerly Occupational License) and written proof of being a manufacturer's approved or designated distributor or stocking dealer of parts and supplies for the brands listed in the bidder's proposal, (Section 4). The bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period. Failure to meet this requirement will result in the vendor's proposal being declared non-responsive.
- B. The bidder must maintain an office/warehouse staffed with company representatives who can be contacted during regular working hours and who are knowledgeable on hydraulic parts and authorized to discuss matters pertaining to this contract.
- C. The bidder must have a working fax machine and/or e-mail address available twenty-four (24) hours a day to expedite quotes.

2.6.5.4 **GROUP NO. 4 - HYDRAULIC REPAIRS (MDHA)**

- A. The bidder should provide a copy of their Local Business Tax Receipt (formerly Occupational License), and written verifiable proof of being an established company

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involved in hydraulic repairs (if not an incumbent vendor). The bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period. Failure to meet this requirement will result in the vendor's proposal being declared non-responsive.

- B. The bidder must have a facility with a minimum size of 3,750 square feet which will allow a refuse packer 35 feet long, 12-1/2 ft. high x 9-1/2 ft. wide, or a trailer 42 ft. long x 12-1/2 ft. wide x 8 ft. wide to be worked on completely, in an enclosed structure. This requirement will be verified by an on-site inspection by authorized County personnel assigned to this contract.
- C. If required for the work being quoted, the bidder must have a facility that provides security in the form of a fenced, locked lot, or inside of a secure building, for no less than one (1) refuse packer and one (1) trailer-sized vehicle simultaneously.
- D. The bidder must have competent staffing, that may be contacted Monday thru Friday, from 8:00 a.m. to 5:00 p.m. In addition, the facility must have an operating fax machine.
- E. The bidder must have a minimum of two (2) years experience in hydraulic equipment repairs. The bidder must submit the names and contact information of at least two (2) current or former clients as references, who are able to verify the bidder's years of experience.

2.6.5.3 The awarded bidders in Group 4 will be pre-qualified to participate in spot market purchases on an as needed when needed basis. At that time, all the pre-qualified bidders shall be asked to submit an itemized written fixed price to the County within a 24-hour period after being contacted by MDHA. The detailed quote must reflect all parts, labor and hourly rates utilized for the repair, with each item priced individually. Lump sum estimates are not acceptable. The County reserves the right to award the repair job to the lowest bidder, or reject the quotes and obtain the required service from another source if deemed in its best interest. It shall be the sole prerogative of the County to determine whether the units are to be repaired in the awarded vendor's own shop or on County premises.

2.6.5.4 For all repairs in Group 4 of this contract, MDHA will obtain written estimates from all vendors prequalified under this group. The repair work shall be awarded to the vendor who submits the lowest price. However, MDHA reserves the right to award the repair work to the next lowest bidder (and so on) if the lowest bidder is unable to perform the work within the time specified.

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- 2.6.5.5 The County at its sole discretion may reject quotations where the County determines that the vendor has submitted a price that is insufficient to perform the job or is in excess of the County's estimate to perform the job. Where such circumstances exist, the County may elect to obtain additional quotations, issue a separate bid, or utilize in-house resources to complete the job.
- 2.6.5.6 Emergency repairs may be awarded based on the availability of material, geographical location of the vendor and /or completion time, in the best interest of the County.

2.7 PRICES

- 2.7.1 The prices offered by the awarded bidders during the quote process for Group Nos. 1 and 3, shall remain fixed and firm until materials are delivered, accepted and invoiced to the County.
- 2.7.2 All written quotations received for Group Nos. 2 and 4, shall remain fixed and firm until all repairs are completed and invoiced at the original prices quoted. No changes or additions shall be allowed without prior written consent from the user department.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE (2) - TOWING AND AUTOMOTIVE REPAIR SERVICES – GROUPS 2 AND 4 ONLY

- 2.11.1 Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and

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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.

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

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Garage Liability Insurance including Garage Keepers Legal Liability in an amount not less than \$500,000 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 \$500,000 combined single limit per occurrence for bodily injury and property damage.

2.11.3 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:

- 2.11.3.1 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

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Insurance and are members of the Florida Guaranty Fund.

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

NOTE 2: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

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

2.11.5 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.

2.11.6 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, Paragraph 1.23 of this solicitation.

2.11.7 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, Paragraph 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

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damages from the vendor in accordance with Section 1.0, paragraph 1.10B of this solicitation.

2.11.8 Vendors supplying parts only are exempt from the insurance requirements

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHODS OF PAYMENT

2.15.1 PERIODIC INVOICES FOR COMPLETED PURCHASES - PARTS

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

2.15.2 PERIODIC PAYMENTS FOR SERVICES RENDERED - REPAIRS

2.15.2.1 The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until the service has been completed and a County representative has reviewed and approved the service.

2.15.3 All invoices shall contain the following basic information:

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

- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number

- III. Pricing Information:
 - Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts

- IV. Goods or Services Provided per Contract:
 - Description
 - Quantity

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

- VI. Failure to Comply:

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

2.16 SHIPPING TERMS: F.O.B. DESTINATION

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

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2.17 DELIVERY REQUIREMENTS

- 2.17.1 For Group Nos. 1 and 3, all hydraulic parts and supplies purchased herein shall be delivered or ready for pick-up by an authorized County representative within the number of days stated in the quotation.
- 2.17.2 Should the vendor fail to deliver in the number of days stated in the quotation, the County may cancel the order with the vendor and acquire the product through another source of supply and charge the first vendor with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may remove that bidder from the contract.
- 2.17.3 For Group Nos. 2 and 4, the completion date for repairs shall not exceed the number of days stated in the quotation after receipt of notice to proceed, unless written authorization by the user department is provided. Should the bidder to whom the repair work is awarded, fail to complete the work within the number of days stated in the quotation, the County reserves the right to cancel the contract with the bidder and to secure the services through another source of supply to complete the work. If the County exercises this authority, the County may at its option request payment from the bidder through invoice or credit memo, for any additional costs over and beyond the original quoted prices, which were incurred by the County as result of having to secure the services elsewhere. If the bidder fails to honor this invoice or credit memo, the County may remove that bidder from the contract.
- 2.17.4 The bidder must be able to provide same day delivery for stocked parts, and an acceptable delivery time for special ordered parts from manufacturer's stocks. The County shall be the sole judge of what would be a reasonable time, depending on its needs.

2.18 BACK ORDERS MUST BE FILLED WITHIN FIVE (5) CALENDAR DAYS

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor, the vendor shall insure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may remove the vendor from the contract.

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2.19 WARRANTY REQUIREMENTS**2.19.1 Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of ninety (90) days after the date of acceptance. This warranty requirement shall remain in force for the full warranty period, regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

2.19.2 Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency regarding parts or services, at no cost to the County, within five (5) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.19.3 Replacement Parts

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

2.19.4 Restoration of Equipment

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

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2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291; email – kmra@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)**2.21.1 USER ACCESS FEE**

2.21.1.1 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.

2.21.1.2 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.

2.21.2 JOINT PURCHASE

2.21.2.1 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.

2.21.2.2 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

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allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

- 2.21.2.3 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.

2.21.3 **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 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.

2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to several County departments, it is hereby agreed and understood that any other 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 CATALOGS AND PRICE LISTS SHOULD BE SUBMITTED WITH OFFER

Upon request, the bidder shall submit one (1) copy of the current manufacturer's price list(s) and catalog(s) with the initial offer. Failure to meet this requirement may result in your offer being rejected.

2.25 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING (MIAMI-DADE HOUSING AGENCY ONLY)

Since some of the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of

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

2.26 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.27 ENVIRONMENTALLY ACCEPTABLE PACKAGING

2.27.1 Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

2.27.2 As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

2.27.3 In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contain more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

2.27.4 For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

2.27.5 In order to insure compliance with this resolution, vendors shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

2.27.6 Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the vendor shall be given the opportunity to provide the

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information during the offer evaluation period. At such time, the vendor shall be given fifteen (15) calendar days to submit this information.

2.27.7 Vendors wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.28 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

2.29 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES

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

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

2.30 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

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

2.31 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDER IN SOUTH FLORIDA

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

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2.32 SECTION 3, CONTRACTING REQUIREMENTS (ALSO REFER TO APPENDIX B)

2.32.1 This contract is a Section 3 covered activity (Miami-Dade Housing Agency only) for Groups 3 and 4. Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

2.32.2 Additionally, all bidders (Section 3 and non-Section 3) are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)". Failure to submit bidder's Plan, except as described in Appendix B, Section C., may render the bid as non-responsive. Questions regarding Section 3 Contract Requirements may be faxed to the Office of Compliance, Miami-Dade Housing Agency at 305-643-1733.

NOTE 3: The documentation required above must be submitted with proposal. Failure to provide the required documentation will make the potential bidder ineligible for bidding on Groups 3 and 4.

2.33 DEMONSTRATION OF COMPETENCY

2.33.1 The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

2.33.2 The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of that industry if they are awarded this solicitation.

SECTION 3
TECHNICAL SPECIFICATION
Hydraulic Parts and Repairs

3.1 SCOPE

Provide several Miami-Dade County departments with hydraulic parts, supplies, and repair services for equipment. Example: Automotive equipment, industrial machinery, cranes, lifts, etc.; and repairs for hose fittings, industrial pipes, etc.

3.2 PARTS

3.2.1 The County purchases a wide variety of hydraulic parts that are used for repairing light duty and heavy duty equipment. The parts proposed for purchase under this solicitation and the resulting contract are required to assist the County departments to conduct and complete repairs in an expeditious, cost-effective, and efficient manner.

3.2.2 The types of parts to be purchased include but are not limited to: seals, hoses, valves, gaskets, pumps, impellers, pistons, etc.

3.3 REPAIRS

3.3.1 Each job will be quoted by the pre-qualified vendors on an as needed basis when called. The requesting department will present the equipment to the vendors for inspection and show the vendors the area(s) to be repaired. The County will not give the vendors a detailed description of the work to be performed. The awarded vendors are expected to know what details must be taken into account to produce a high quality finished job meeting the best professional practices and standards in the industry.

3.3.2 The vendors shall submit their quotations by the time specified on each price quotation request. Price quotations received after the specified receipt time will not be given consideration for award.

3.3.3 The vendors shall state with their quotations the reasonable number of days it will take to repair the equipment. This statement, in writing, shall be part of the vendors' proposal to repair. Should the awarded vendor not meet the agreed repair "down time", the County reserves the right to have the equipment immediately returned with its sole liability being to pay for work already completed. The removal or delivery of County equipment from the awarded vendor's facility shall be at the vendor's expense.

3.4 ADDITIONAL EXPENSE

3.4.1 The vendor, after being awarded work (repairs) shall notify the department awarding the work, within 24 hours, if any additional labor or parts costs are required to complete the job. The vendor shall not perform, or bill for, any additional parts or repairs until he has received authorization from an authorized

SECTION 3
TECHNICAL SPECIFICATION
Hydraulic Parts and Repairs

representative of the department awarding the work. The additional cost shall be itemized on a separate invoice labeled “authorized additional work”, and shall be billed separately, but with the invoice covering the billing for the original quotation.

- 3.4.2 The vendor, after being awarded the repairs, shall notify the department of any additional “down time” required within 24 hours of receipt of the job award notice. It shall be required that the contract vendor cites good and sufficient reasons for requesting additional “down time”.

SECTION 4
BID SUBMITTAL FORM

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

OPENING: 2:00 P.M.
Wednesday
July 30, 2007



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

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

Issued by:	DPM	Date Issued:	This Bid Submittal Consists of
994	Purchasing Division	07/03/2008	Pages 25 through 31 and
			attached 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.

Hydraulic Parts and Repairs

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: 060-61, 928-49	
Sr. Procurement Contracting Agent Km! Ra	

FIRM NAME: _____

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

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

BID SUBMITTAL FOR:
Hydraulic Parts and Repairs

FIRM NAME: _____

Please complete the information only for the Group that you are bidding on.

GROUP NO. 1 – PURCHASE OF HYDRAULIC PARTS

Office Address: _____

Warehouse Address: _____

Telephone No.(s): _____

Fax Number: _____

E-Mail Address: _____

Contact Person(s): _____

Warranty on New Parts: _____ days

List Manufacturer’s brand names for parts or supplies that are available from your company (attach additional sheet if necessary):

_____	_____	_____
_____	_____	_____
_____	_____	_____

Checklist for items included with Bid Submittal:

- 1. Copy of Local Business Tax receipt.
- 2. Manufacturers or dealers’ letters.
- 3. Catalogs

BID SUBMITTAL FOR:
Hydraulic Parts and Repairs

FIRM NAME: _____

GROUP NO. 2 – PURCHASE OF HYDRAULIC REPAIRS

Office Address: _____

Warehouse Address: _____

Warehouse Size: _____ Square Feet

Telephone No.(s): _____

Fax Number: _____

E-Mail Address: _____

Contact Person(s): _____

Warranty on Workmanship/Labor: _____ days

List Two References and their Contact Information (if not an incumbent vendor on the current contract):

Checklist for items included with Bid Submittal:

- 1. Copy of Local Business Tax receipt.
- 2. Written evidence of being in the hydraulic repair business.

BID SUBMITTAL FOR:
Hydraulic Parts and Repairs

FIRM NAME: _____

GROUP NO. 3 – PURCHASE OF HYDRAULIC PARTS (MDHA)

Office Address: _____

Warehouse Address: _____

Telephone No.(s): _____

Fax Number: _____

E-Mail Address: _____

Contact Person(s): _____

Warranty on New Parts: _____ days

List Manufacturer’s brand names for parts or supplies that are available from your company (attach additional sheet if necessary):

_____	_____	_____
_____	_____	_____
_____	_____	_____

Checklist for items included with Bid Submittal:

- 1. Copy of Local Business Tax receipt.
- 2. Manufacturers or dealers’ letters.
- 3. Catalogs
- 4. Completed Appendix B (MDHA Section 3 Requirement)

BID SUBMITTAL FOR:
Hydraulic Parts and Repairs

FIRM NAME: _____

GROUP NO. 4 – PURCHASE OF HYDRAULIC REPAIRS (MDHA)

Office Address: _____

Warehouse Address: _____

Warehouse Size: _____ Square Feet

Telephone No.(s): _____

Fax Number: _____

E-Mail Address: _____

Contact Person(s): _____

Warranty on Workmanship/Labor: _____ days

List Two References and their Contact Information (if not an incumbent vendor on the current contract):

Checklist for items included with Bid Submittal:

- 1. Copy of Local Business Tax receipt.
- 2. Written evidence of being in the hydraulic repair business.
- 4. Completed Appendix B (MDHA Section 3 Requirement)

SECTION 4
BID SUBMITTAL FOR:

Hydraulic Parts and Repairs

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: Hydraulic Parts and Repairs

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

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

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

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

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

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

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

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

Yes _____ No _____ and

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

Yes _____ No _____

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

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. __/__/__-__/__/__/__/__/__

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

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

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS

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

