



**BID NO.: 8517-0/18**

**OPENING: 2:00 P.M.  
Wednesday  
December 19, 2012**

**MIAMI-DADE COUNTY, FLORIDA  
I N V I T A T I O N  
T O B I D**

**TITLE:**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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

**FOR INFORMATION CONTACT:**

**Ana M. Rioseco, 305-375-3704, ariosec@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

**INVITATION TO BID**

**Bid Number: 8517-0/18**

**Bid Title: Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

**Procurement Officer: Ana M. Rioseco**

**Bids will be accepted until 2:00 p.m. on December 19, 2012**

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

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

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

**NOTICE TO ALL BIDDERS:**

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

**MIAMI-DADE COUNTY  
INTERNAL SERVICES DEPARTMENT  
PROCUREMENT MANAGEMENT DIVISION**

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**  
**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services for Miami-Dade Transit.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE Bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE Bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises 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: FIVE (5) 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 Internal Services Department, Procurement Management Services; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the five (5) year period.

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED BIDDERS IN THE AGGREGATE**

Award of this contract will be made to two (2) responsive, responsible Bidders who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the method for determining the lowest responsive, responsible Bidder, the County will award this contract to the designated lowest Bidder as the primary vendor and will award this contract to the designated second lowest Bidder as the secondary Bidder respectively. If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform the service identified in this contract. If the primary Bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified services from the secondary Bidder.

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

Award to multiple Bidders are made for the convenience of the County and does not exempt the primary Bidder from fulfilling its contractual obligations. Failure of any Bidder to perform in accordance with the terms and conditions of the contract may result in the Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

- 2.6.1** Award will be made to two (2) responsive, responsible Bidder(s) who meet or exceed the minimum requirements set forth in this solicitation. The requirement is as follows:

The Bidder(s) shall be regularly engaged in the business of providing engine oil, lubricant fluids, and diesel fuel analysis services for Mass Transit Agencies (i.e., Governmental Agency that provides mass Bus transportation).

Two (2) references of customers shall be listed in the Bidder's submittal. The references listed must be customers that are currently receiving or have received from the Bidder in the past three (3) years the services described in this solicitation. The references must include the Mass Transit Agency's Name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services that the Bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the Bidder has sufficient experience and expertise in the oil, lubricant and diesel analysis services for mass transit agencies.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF CONTRACT**

Prices shall remain fixed and firm during the term of contract.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 EQUAL PRODUCT**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

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

**Note:** Insurance is required from the primary awarded Bidder. Secondary awarded Bidder will be required to comply with insurance requirements at the time when it performs services under this contract.

The awarded Bidder 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 awarded Bidder or its employees, agents, servants, partners principals or subcontractors. The awarded Bidder shall pay all claims and losses in

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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. The awarded Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the awarded 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.

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

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

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by 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 Financial Services and are members of the Florida Guaranty Fund.

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

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

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

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

The awarded Bidder 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. If insurance certificates are scheduled to expire during the contractual period, the awarded Bidder 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) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT: MONTHLY INVOICES**

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

All invoices shall contain the following basic information:

I. Vendor Information:

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

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

- 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

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

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

MDT Warehouse  
3401 NW 31 Street  
Miami FL 33142

**2.17 REGULAR TURNAROUND TIME REQUIREMENTS SHALL BE FORTY-EIGHT (48) HOURS FROM THE TIME SAMPLE IS DELIVERED**

The awarded Bidder shall make deliveries of all reports within forty-eight (48) hours from the time sample is delivered. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded Bidder to whom the contract is awarded fail to deliver in the number of hours stated above, the County reserves the right to cancel the contract on a default basis.

If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder with any re-procurement costs.

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

**Note:** MDT reserves the right to change turnaround times to accommodate future operational requirements. Should the turnaround times be changed, the County will negotiate any reasonable adjustments to the price with the awarded Bidder.

**2.18 BACK ORDER ALLOWANCE**

Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**

Intentionally Omitted

**2.20 CONTACT PERSON**

2.20.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ana M. Rioseco, at (305) 375-3704 - email – [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov) .

2.20.2 To allow the County adequate time to respond, requests for clarification and additional information should be submitted at least five (5) working days before the Bid Opening Date.

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

**USER ACCESS FEE**

Pursuant to Miami-Dade County Ordinance No. 12-12, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

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

**JOINT PURCHASE**

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

**SECTION 2**  
**SPECIAL CONDITIONS**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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

**VENDOR COMPLIANCE**

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

**2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE**

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

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

It is hereby agreed and understood that any County department or agency may avail itself of this contract.

**2.24 ANALYSIS OF OTHER OILS/FLUIDS/FUELS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be analyzed by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded Bidder.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 INTEGRATED ENGINE OIL, LUBRICANT FLUIDS, AND DIESEL FUEL ANALYSIS SERVICE**

These bid specifications shall provide Miami-Dade Transit (MDT), Bus Maintenance Division with an integrated Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Service. The analysis services are required to test oils, fluids and fuel for potential maintenance problems and to confirm that the qualities of products in use are in compliance with MDT, Original Equipment Manufacturer (OEM) and industry specifications. The testing of oils, fluids, and fuel will improve MDT's component performance and reliability. The analysis services will identify and analyze levels of contamination and abnormal wear patterns. This service is necessary for engine, diesel, transmission, differential, hydraulic fan drive, and power steering pump maintenance on all MDT buses.

All services required for the Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Service shall include cost of training, analysis, testing, reporting, consultation, pick-up of samples via large package delivery company (i.e., UPS or FedEx), all supplies to include but not limited to sample bottles/containers, sampling pumps/guns, probalizers, identification tags/labels, plastic bags, and mailing boxes/tubes plus awarded Bidder's pre-printed and pre-paid mailing address labels and any other costs to provide the services.

MDT Bus Maintenance will ship fluid samples to the awarded Bidder for analysis. Testing shall include:

- A. Testing of used oil and lubricants for the purpose of avoiding severe malfunction and/or failure on fleet engines, transmissions, hybrid drives, differentials and hydraulic components.
- B. Testing of new oil and lubricants for the purpose of confirming quality of product meets MDT and industry specifications.
- C. Testing of diesel fuel deliveries for the purpose of assuring quality of product and to ensure that products are in compliance with specifications.

The MDT Chief of Performance Analysis Division and/or designee(s) is the main point of contact and liaison between the awarded Bidder and the Bus Maintenance Division for this service contract.

**3.2 SUPPORT REQUIREMENT**

The awarded Bidder shall provide support (i.e., be available to discuss service & testing results) to the Engine Oil, Lubricant Fluids and Diesel Fuel Analysis Service on a full time basis from the awarded Bidder's location. The awarded Bidder shall be available to provide support Monday through Friday between the hours of 7:30AM to 3:30PM local time in Miami-Dade County, excluding County holidays and weekends.

**3.3 ON-SITE TRAINING**

The awarded Bidder shall provide a minimum of 4 training sessions at MDT during the term of the contract at the times agreed between MDT and the awarded Bidder. Typical size of 20 participants at a location and time designated by MDT lead training instructor which will be identified after contract award. Each training session shall be at least two (2) hours long.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Training will include but is not limited to the following:

- Sampling basics/techniques-how to correctly take oil sampling and avoid contamination
- Packaging and shipping of sample bottles
- Data interpretation
- Synthetic vs. non-synthetic
- Recent performance requirements, change and trend
- Oil analysis basics and requirements
- Corrective actions
- Lubricant oils basics-base oil, formulation, additives and technology, etc.
- Power train systems/lubricant basic and maintenance requirements

An exact copy of the training presentation, in Microsoft PowerPoint, shall be provided to the MDT lead training instructor, at no additional cost, prior to the first training session, as a permanent record and for future usage by MDT. If, during the life of the Contract, processes or any technical items change or are modified by either the awarded Bidder or MDT, two (2) additional training sessions shall be delivered by the awarded Bidder in conjunction with an updated copy of the training presentation for future usage by MDT at no cost.

**3.4 SAMPLES**

Samples for analysis shall consist of:

1. Diesel Fuel
2. Engine Oil
3. Transmission Fluid
4. Hydraulic Fluid
5. Power Steering Fluid
6. Differential Fluid
7. Other Fluids on an as required basis and as determined by MDT.

Awarded Bidder shall retain unused portion of all samples for thirty (30) days from date of receipt so that subsequent tests can be made if required. After thirty (30) days, all samples may be disposed of by the awarded Bidder at no cost to MDT, in accordance with applicable Federal, State and Local waste disposal regulations. Upon a written request from the MDT Chief of Performance Analysis Division and/or designee(s), the awarded Bidder may be required to keep samples for longer than thirty (30) days.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.5 REQUIRED ANALYSIS****A. ENGINE OIL-USED**

- a. Required spectro-chemical analysis of engine oils using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin, Vanadium and Zinc.

- b. Elements not present shall be indicated by <1ppm, zero or N/A.

- c. Required physical property test shall identify:

1. % water by volume (ASTM D6304 or ASTM E203)
2. Fuel dilution by gas chromatography (ASTM D3524)
3. Total Base Number (TBN) (ASTM D2896 or D4739)
4. Kinematics' Viscosity at 100 degrees C. (ASTM-D-445)
5. Soot, % solids by volume
6. Glycol (ASTM D2982)
7. SAE/ISO Grade

**B. TRANSMISSION, HYDRAULIC AND POWER STEERING FLUID (SYNTHETIC – TRANSYND TES 295) – USED**

- a. Required spectro-chemical analysis of transmission, hydraulic and power steering fluids using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin and Zinc.

- b. Elements not present shall be indicated by <1ppm, zero or N/A.

- c. Required physical property tests shall identify:

1. % Water by volume (ASTM D6304 or ASTM E203)
2. Total Acid Number (TAN) (ASTM-D 974)
3. Kinematics' Viscosity at 100 degrees C. (ASTM-D445)
4. Glycol (ASTM D2982)
5. Solids percentage (%) by volume

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**C. DIFFERENTIAL OIL (SYNTHETIC 80W140) – USED**

- a. Required spectro-chemical analysis of oils using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin and Zinc.

- b. Elements not present shall be indicated by “N/A” or zero.

- c. Required physical property tests shall identify:

- i. % Water by volume (ASTM D6304 or ASTM E203)
- ii. Total Acid Number (TAN) (ASTM-D 974)
- iii. Kinematics’ Viscosity at 100 degrees C. (ASTM-D445)
- iv. Solids percentage (%) by volume

**D. ENGINE OIL-NEW PRODUCT (BULK DELIVERY) TESTING FOR SPECIFICATION COMPLIANCE**

In addition to capturing the required physical properties test listed above (paragraph 3.5.B.c. 1 - 7), the following test will be required:

1. Flash Point, deg C (ASTM D92)
2. Viscosity @ 100 deg C, cST (ASTM D445)
3. Viscosity Index (ASTM 2270)
4. HT/HS Viscosity, cP@150 deg C (ASTM D4683)
5. Sulfated Ash, % (ASTM D874)

**E. TRANSMISSION, HYDRAULIC AND POWER STEERING FLUID (SYNTHETIC – TRANSYND TES 295) AND DIFFERENTIAL OIL (SYNTHETIC 80W140) NEW**

Occasionally, new transmission, hydraulic, power steering fluid and differential oil may be submitted for analysis. The fluid/oil manufacturer’s specifications will be submitted along with the sample. The analysis will verify the sample meets the manufacturer’s submitted specifications.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**F. DIESEL FUEL**

Required testing of new diesel fuel shall include:

1. Sulfur content (ASTM-D-2622 or D5453)
2. Water (ASTM D6304 or ASTM E203)
3. Sediment (ASTM-D2276 OR 5452)
4. BTU/LM (ASTM-D4868)
5. Cetane Index (ASTM-D4737)
6. Distillation (ASTM-D-86)
7. API Gravity at 60 degrees F (ASTM D287)
8. Specific gravity at 60 degrees F (ASTM D1298)
9. Flash Point (ASTM D93)
10. Lubricity (ASTM D6079)
11. Fuel Stability (ASTM D2274)
12. Ash (ASTM D482)

**3.6 REPORTING**

The required reporting system shall consist of Individual Unit Reports, Critical Reports, Summary Batch Reports (upon request), Monthly Reports, and Quarterly Exception Reports. All reports shall be electronically mailed, available on-line (electronic data transfer), and capable of downloading.

The awarded Bidder shall:

- a. Prepare and distribute to MDT Chief of Performance Analysis Division and/or designee(s) analysis reports for all samples tested. All reports shall identify the bus number, test results, analysis and recommendations based on critical limits established by MDT for each type of lubricant.
- b. Review and analyze reports for unusual/abnormal results and/or parameters (extremely high wear metals, drastic change in oil condition, etc.) and notify MDT of results immediately.
- c. Prepare (as requested) and submit ad hoc trend analysis reports.
- d. Have and maintain a web site with a Report Database that can be viewed by all necessary MDT parties of all buses, and bulk samples tested.
- e. Contact the lubricant manufacturer's directly and obtain additional analytical information, such as but not limited to product updates and changes that would impact lubricant physical and chemical property requirements, as required from MDT's various lubricants, engine and transmission vendors as needed (information and points of contact to be provided at later date by the County).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

- A. Individual Unit Reports shall:
1. Contain analytical results in numerical values, prior history and laboratory analysis maintenance recommendations. Component Manufacturer, Oil Type, Unit ID #, Component S/N, Status, Component Model #.
  2. Be submitted within 48 hours upon receipt of samples. The report shall be e-mailed to the Chief of Performance Analysis Division and/or designee(s):  
  
Sandy Amores  
Phone: (786) 469-5326  
Fax: (786) 469-5578  
e-mail: [samores@miamidade.gov](mailto:samores@miamidade.gov)
  3. Be derived from cumulative computer files on each unit.
  4. Accompany each batch of Individual Unit Reports.
  5. Contain an analysis of results with possible causes and detailed recommendations for corrective action.
  6. When requested, Summary Batch Reports shall accompany each batch of Individual Unit Reports.
- B. On-line reports should include the following capabilities:
1. Sorting by severity code, status, Unit ID (Bus Number), date of sample, work site, analysis number.
  2. Graphical analysis and charting to identify trends.
  3. Charts for comparing equipment and vehicles.
  4. Search function to identify specific problems such as: coolant or fuel contamination, soot, or other problem.
  5. Calculate and graph wear levels for a specific unit.
  6. Graphic display of specific fleet.
  7. Units overdue for analysis.
- C. Monthly Reports
- The awarded Bidder shall submit a consolidated monthly report to the MDT Chief of Performance Analysis Division and/or designee(s), detailing all sample test dates, special testing and the total breakout of samples by type (engine, transmission, differential, hydraulic, and diesel fuel). The report shall be provided each month for the preceding month.
- D. Quarterly Exception Reports
- Provide a quarterly exception report to the MDT Chief of Performance Analysis Division and/or designee(s) containing a list of buses that have not been sampled in compliance with the scheduled MDT sampling intervals. The report shall be provided each quarter for the preceding quarter.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

E. Critical Reports

Critical reports shall be clearly identified. In case of alarming conditions, the Chief of Performance Analysis Division and/or designee(s) shall be contacted immediately by telephone (Sandy Amores, Phone: (786) 469-5326).

Critical Reports can be for Individual Units or groups of units. When critical reports are e-mailed, they shall be distinguished from routine reports so as to alert the Chief of Performance Analysis Division and/or designee(s).

**3.7 SOFTWARE AND HARDWARE**

The awarded Bidder shall supply access to oil analysis reports via internet in a Secure Socket Layer (SSL) encrypted web-site. Reports shall be in Microsoft Office 2010 compatible Excel format. MDT users shall have unique logins giving them access to export reports that can be loaded on MDT file servers. The awarded Bidder(s) shall ensure 99.99% uptime through server redundancy to ensure business continuity. MDT users requiring assistance with login lockouts or account issues shall have access to support awarded Bidder's personnel from 9AM to 5PM local time in Miami-Dade County.

**3.8 PICK UP AND PROCESSING OF SAMPLES**

At no additional cost, the awarded Bidder shall arrange for pick-up via large package delivery company (i.e., UPS or FedEx), of samples on a daily basis from:

MDT Materials Management Warehouse  
3401 NW 31 Street  
Miami FL 33142

**3.9 SUPPLIES**

The awarded Bidder shall ensure that MDT is furnished with adequate supply of materials to support the Lubricant and Diesel Fuel Analysis Services. At no additional cost, the materials to be supplied by the awarded Bidder during the contract period are:

- a. 2,000 (two thousand) sampling bottles/containers at the beginning of the contract. Sample containers submitted for analysis are to be replaced on a one for one basis, every month.
- b. 2,000 pre-affixed identification tags/labels for sample containers at the beginning of the contract. Pre-affixed identification tags/labels for sample containers are to be replenished one for one basis, every month.
- c. 2,000 Probalizer needles at the beginning of the contract. Probalizer needles are to be replenished one for one basis, every month.
- d. 15 Sampling pumps/guns and any other attachments to obtain oil samples at the beginning of the contract. Sampling pumps/guns and any other attachments are to be replaced when damaged or inoperable through the contract period.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

- e. Plastic bags for shipping samples.
- f. UPS or FedEx shipping boxes, mailing tubes and packaging materials. In addition, the awarded Bidder's pre-printed pre-paid mailing labels to include name, mailing address and account information.

**3.10 IDENTIFICATION TAGS/LABELS**

A. The identification tag or label shall contain spaces for information as indicated below:

Bus # \_\_\_\_\_  
Division \_\_\_\_\_  
Date of Sample \_\_\_\_\_  
Oil Type \_\_\_\_\_  
Oil time \_\_\_\_\_  
Mileage \_\_\_\_\_

If sample labels are not completed properly, the awarded Bidder shall contact the MDT Chief of Performance Analysis Division and/or designee(s) for additional information via e-mail. When cloudy or milky samples are received, awarded Bidder shall call the MDT Chief of Performance Analysis Division and/or designee(s).

Sandy Amores  
Phone: (786) 469-5326  
Fax: (786) 469-5578  
e-mail: samores@miamidade.gov.

**3.11 CONSULTATION**

Consultation, if required, shall be available from the awarded Bidder as to lubricant quality and diesel fuel selection. Consultation shall comprise of, but not limited to, the provisions of:

- a. Assistance with specifications, selection, formulation and blending as well as evaluation of proper lubricants and fuel.
- b. Direction for program modification and tailoring to meet specific needs as they may arise.
- c. A toll free number or the acceptance of collect calls from the MDT contact person.

**SECTION 4  
BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.**  
**Wednesday**  
**December 19, 2012**



**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: **Ana Rioseco**                      ISD/PM                      Date Issued: **11/28/2012**                      This Bid Submittal Consists of Pages **16** through **21 Plus 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.

**Title:**  
**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>405, 961-48, &amp; 962-22</b>	
Procurement Contracting Officer	<b>Ana M. Rioseco</b>

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

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

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

**SECTION 4  
BID SUBMITTAL FOR:  
Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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**CHECKLIST FOR REQUIRED ATTACHMENTS:**

**This checklist must be completed by all Bidders.**

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

List references from Mass Transit Agencies (i.e., Governmental Agency that provides mass Bus transportation) to whom your firm has provided engine, lubricant and diesel analysis services in the past three (3) years.

**(1)** Mass Transit Agency's Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

Customer's Telephone #: \_\_\_\_\_

Customer's E-mail Address: \_\_\_\_\_

**(2)** Mass Transit Agency's Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

Customer's Telephone #: \_\_\_\_\_

Customer's e-mail address: \_\_\_\_\_

**SECTION 4  
 BID SUBMITTAL FOR:  
 Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

PURSUANT TO THE BID SPECIFICATIONS, BID PRICES SHALL INCLUDE ALL SERVICES REQUIRED IN THIS CONTRACT.

ITEM NO.	ESTIMATED ANNUAL QUANTITIES OF SAMPLES	DESCRIPTION OF PRODUCT TO BE TESTED (REFERENCE TO TECHNICAL SPECIFICATIONS SECTION NUMBER FOR REQUIRED ANALYSIS)	UNIT PRICE PER SAMPLE	EXTENDED PRICE (Estimated Annual Quantities of Samples x Unit Price Per Samples)
1	14,000	Used Engine Oil (3.5A)	\$	\$
2	2,000	Used Transmission Fluid (3.5B)	\$	\$
3	1,500	Used Hydraulic & Power Steering Fluid (3.5B)	\$	\$
4	1,500	Used Differential Oil (3.5C)	\$	\$
5	200	New Engine Oil (3.5D)	\$	\$
6	100	New Transmission Fluid (3.5E)	\$	\$
7	50	New Hydraulic Fluid (3.5E)	\$	\$
8	50	New Steering Fluid (3.5E)	\$	\$
9	50	New Differential Oil (3.5E)	\$	\$
10	250	New Diesel Fuel (3.5F)	\$	\$
<b>Total (Line Items 1 - 10):</b>				<b>\$</b>

SECTION 4  
BID SUBMITTAL FOR:  
Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

ACKNOWLEDGEMENT OF ADDENDA

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

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

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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



**Bid Title: Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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

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

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

**Place a check mark here only if bidder has such conviction to disclose.**

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

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

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

**LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION:** For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

**Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is \_\_\_\_\_.**



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

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

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

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

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

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

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

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



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**



Miami-Dade County  
Internal Services Department  
Procurement Management Division  
**Affirmation of Vendor Affidavits**

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

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

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

**Affidavits and Legislation/ Governing Body**

<p>1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code</p>	<p>6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code</p>
<p>2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</p>	<p>7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</p>
<p>3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code</p>	<p>8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code</p>
<p>4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R162-00 amending R-385-95</p>	<p>9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code</p>
<p>5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code</p>	<p>10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code</p>

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm	State	Date
Address of Firm	State	Zip Code

**Notary Public Information**

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

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

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

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

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Notary Public Seal



**SUBCONTRACTOR/SUPPLIER LISTING**  
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent \_\_\_\_\_ FEIN # \_\_\_\_\_

Project/Contract Number \_\_\_\_\_

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bid/contractors on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$10,000 or more, and all bid/contractors on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bid/contractor who is awarded this bid/contract shall not charge or substitute for 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. The bid/contractor should enter the word "N/A" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-02, an entity contracting with the County shall report the race, gender and ethnic origin of the owner and employees of all first tier subcontractors/suppliers. In the event that the successful bidder does not bid to the County prior to award that the race, gender and ethnic information is not readily available at that time, the successful bidder shall be obligated to provide all pertinent information to submit that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.  
 (Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subcontractant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subcontractant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity					Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This date may be submitted to Contracting/Procurement department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent \_\_\_\_\_ Print Name \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_