



BID NO.: 8535-5/13

**OPENING: 2:00 P.M.
Wednesday
November 7, 2007**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

**PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD,
CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT**

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

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	SEE SECTION 2, PARAGRAPHS 2.9.10, 2.9.11, 2.9.12

FOR INFORMATION CONTACT:

Pablo Martinez at 305-375-2102, or at mpablo@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

Please Complete And Submit All Affidavits Attached To This Solicitation

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 45 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 45 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8535-5/13

Title: Prequalification: Purchase Of Various Off-Road, Construction, Landfill, And Other Heavy Equipment

Sr. Procurement Contracting Agent: Pablo Martinez, CPPB

Bids will be accepted until 2:00 p.m. on Wednesday, November 7, 2007

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

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and 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**PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT****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, Purchasing Division.

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

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

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

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

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

B. Vendor Registration

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

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

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

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

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

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- 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. 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.
 3. 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 firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
 - G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.
- 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

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business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2007. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

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

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<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

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

1.20. COLLUSION

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

SECTION 1

GENERAL TERMS AND CONDITIONS**PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT****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 know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

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

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

SECTION 2

SPECIAL CONDITIONS**PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT****2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY (TO PRE-QUALIFY VENDORS)**

The purpose of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for 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 shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of off-road, construction, landfill, street maintenance, landscaping, and other heavy equipment as required. The initial purchase will be for the equipment specified in Section 3, Paragraph 3.7 of this Invitation to Bid. All companies that meet the requirements of this solicitation will be placed in the prequalification pool and notified when additional quotations are requested.

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: TWELVE (12) MONTHS

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

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2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S)

Prior to, or upon completion, of the initial one-year term, the County shall have the option to renew this contract for an additional five (5) year(s) period on a year-to-year basis. Continuation of the contract beyond the initial 12-month period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.6 METHOD OF AWARD: TO ALL PRE-QUALIFIED VENDORS

2.6.1 This contract's awards shall be made by Group as follows:

The award for Group 1 and the award for Group 2 shall be made to all the responsive, responsible bidders which submit the required documentation, and which meet the minimum criteria and requirements established for each group in this solicitation, and are considered competent as per the Demonstration of Competency in Section 2, Paragraph 2.24, and are capable of providing the parts and service support levels established for each group.

2.6.2 Group 3 shall be awarded to the responsive, responsible vendor who submits the lowest price for the initial purchase of equipment listed in Section 3, Paragraph 3.7 of this solicitation, on an item-by-item basis, and has met all prequalification and CRITICAL USAGE requirements.

2.6.3 The County will pre-qualify vendors who meet the requirements of this solicitation, the Demonstration of Competency in Section 2, Paragraph 2.24, in accordance with the vendor's ability to meet parts and service support levels for GENERAL USAGE or CRITICAL USAGE equipment, and at different machine cost levels.

2.6.4 REQUIRED SUBMITTALS**2.6.4.1 GROUP 1 – GENERAL USAGE EQUIPMENT**

- a. Please submit documentation that the bidder is an approved OEM dealer or manufacturer of the equipment described in Section 3, Paragraph 3.7, and as per Section 2, Paragraphs 2.9.8 and 2.9.9.
- b. Please provide a letter describing the bidder's training capability as required in Section 3, Paragraph 3.4.4.

2.6.4.2 GROUP 2 – CRITICAL USAGE EQUIPMENT

- a. Please submit documentation that the bidder is an approved OEM dealer or manufacturer of the equipment described in Section 3, Paragraph 3.7, and as per Section 2, Paragraphs 2.9.8 and 2.9.9.

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- b. Please provide a letter describing the bidder's training capability as required in Section 3, Paragraph 3.4.4.

2.6.4.3 GROUP 3 – INITIAL PURCHASE

This Group comprises the initial purchase of equipment as listed and specified in Section 3, Paragraph 3.7.

- 2.6.5 It shall be the sole prerogative of the Miami-Dade County as to the number of pre-qualified vendors on this contract. During the duration of this contract to include any exercised options to renew, the County reserves the right to add and delete vendors as it deems necessary and in its best interest.
- 2.6.6 Companies which are OEM Heavy Equipment Dealers of the equipment types cited may join the pool even if they are unable to bid on the particular machine types cited in this solicitation's initial technical bid specifications. These companies will then form the pre-qualified pool that will be used to quote various needed equipment during the contract term.
- 2.6.7 All potential bidders must have a dedicated phone line, an e-mail address to receive future quotation requests, and a dedicated fax number available for receipt of orders from the county. The bidders shall identify their phone, fax, and e-mail address in Section 4 of this solicitation.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

- 2.7.1 If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm for the initial order and for as long thereafter as the awarded vendor is able to maintain the same pricing as awarded. When the successful vendor is no longer able to maintain the same price as originally awarded, the County, upon discovery of a need for such equipment, will quote that equipment again under the terms and conditions of this contract, and make a subsequent award in the best interests of the County. An awarded vendor's inability to meet or hold the original price quoted on orders subsequent to the initial purchase order will not be treated with prejudice.
- 2.7.2 Where prices offered to the County through the use of this pool contract are not beneficial to the County, when compared to pricing available through "piggy-backing" (the price available in other contractual arrangements that either currently exist or have recently existed between the vendor, or any other dealer of that manufacturer's brand of equipment, and the State of Florida, the Federal Government or any branch thereof, any special authority, school board, municipality, utility, educational institution, hospital contracting authority or any other governmental or quasi-governmental entity), the County reserves the right to use this contract to piggy-back such pricing in the best interests of the County. Should there be a conflict, or silence in the contractual provisions of the original contract's pricing being piggy-backed",

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or those of any subsequent agreement or purchase order, the terms and conditions of this solicitation, or this solicitation's purchase order will always prevail.

- 2.7.3 The County reserves the right to accept standard equipment manufacturer's imposed price increases to existing equipment awards when it deems such acceptance to be in the best interests of the County.

NOTE 1: For purposes of this solicitation the term recently, as used in Paragraph 2.7.2, shall be construed to mean the time period in which this contract's vendor is able to hold or maintain the same pricing.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

- 2.9.1 BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES, BROCHURES AND PRODUCT DEMONSTRATIONS:

The use of a manufacturer's name, brand name and/or model number within this solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. When an equal product is offered, the vendor may be required to furnish the factory information sheets (specifications, brochures, etc.) that show the product meets the required specifications. If required, the bidder will be given ten (10) calendar days to submit the information to the County during the bid evaluation period. Failure to meet this requirement may result in that bid being rejected. The County shall be sole judge of equality or similarity and its decision shall be final.

- 2.9.2 When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that will be accepted by the County.
- 2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the vendor's company letterhead identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of that offer for failure to meet the required specifications.

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Photographs and picture illustrations that are part of standard product literature will not be used in determining product compliance with the technical specifications set forth in this solicitation.

- 2.9.4 After the offers have been evaluated by the County, the bidders who are the apparent awardees pursuant to Section 2, Paragraph 2.6 of this solicitation, may be required to demonstrate the equipment which has been proposed, for evaluation by and at no cost to the County. Should the equipment bid be a custom fabrication or one time build item, the County, at its discretion, may accept a demonstration of similar equipment manufactured by the vendor. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the offer or to re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated the final delivered product must conform fully to all solicitation requirements.
- 2.9.5 The equipment used for the demonstration will be the same as the manufacturer's model identified in the vendor's offer and meet all specification requirements unless similar equipment is accepted for demonstration purposes as cited above. When similar equipment is not accepted for demonstration the equipment used in the demonstration shall create an express warranty that the actual equipment provided by the vendor during the contract period shall conform to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conform with all technical specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval of the Board of County Commissioners, if applicable.
- 2.9.6 **EQUIPMENT FURNISHED**

The equipment furnished by the vendor shall be new and the most recent model available. Demonstrators are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicles' manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed. The unit

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shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.

- 2.9.7 The initial equipment and features required are listed in this solicitation. During the full term of the contract (to include any option to renew periods), the County may, after delivery and acceptance of the initial equipment order, make changes to the required equipment or equipment options supplied, provided that such changes are mutually agreed between the vendor and the County, and, all changes in per unit pricing are no more than the actual change in per unit cost that is documented by the vendor, and, that the net amount of any such changes is no more than five percent of the per unit price originally submitted. Solicitations requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

2.9.8 **VENDOR STATUS**

Only bids submitted by a manufacturer or their approved OEM dealer or distributor will be accepted for evaluation. Bids submitted by an OEM dealer or distributor should include a letter from the manufacturer confirming that they are an OEM authorized dealer, and have been so for a period of no less than three (3) years as of the date of this bid opening. Failure to meet this requirement will result in that bid being deemed non-responsive.

- 2.9.9 When the bidder is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County. The service facility will be subject to the approval of the County. See service facility requirements below.

When the bidder is an OEM approved dealer or distributor of the manufacturer or fabricator, and is located in Miami-Dade or Broward County, they must provide proof of having an OEM approved service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County that capable of delivering and supporting the proposed sale. This facility must be capable of performing warranty repairs and supplying needed parts and will be subject to the approval of the County. See parts supply and service facility requirements below and in Section 3.

When the bidder is an approved dealer or distributor of the manufacturer or fabricator, not located in Miami-Dade or Broward County, they must provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County, capable of delivering and supporting the proposed sale in the manner described in subsequent paragraphs of this ITB. This facility must be capable

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of performing warranty repairs and supplying needed parts and will be subject to the approval of the County. See parts supply and service facility requirements below and in Section 3.

NOTE 2: The County reserves the right to inspect any service facility for compliance with parts supply and service requirements at any time during the life of this contract. Failure to comply at any inspection point will result in the disqualification of that bidder and removal from the pre-qualified pool.

2.9.10 WARRANTY REQUIREMENTS

The awarded vendor shall supply and be responsible for the equipment's warranty. This warranty must cover the entire unit bumper to bumper without deductible and have a minimum term from equipment acceptance of twelve (12) months or 2,000 operating hours, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. The administration of delayed in-service warranty starts is specifically included. The vendor agrees to third-party warranty claim administration and filing at the discretion of the County.

Prior to the issuance of any equipment order, the County may require the successful bidder and/or the manufacturer they represent, to enter into an in-house warranty certification agreement with the County with terms similar, or comparable to, existing County agreements with GM (all lines), Ford, Daimler-Chrysler, Freightliner, Sterling, Peterbilt, Caterpillar, Labrie, Leach, Vactor, Elgin, Hendrickson, and others.

2.9.11 The awarded vendor shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.9.9 within three calendar days after the County notified the vendor of such deficiency verbally or in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor, if the corrections, replacement or repairs are not completed to the satisfaction of the County within five (5) additional calendar days of receipt of notice. If the vendor fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for the work or items; either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts for a minimum period of sixty (60) months.

2.9.12 The awarded vendor and/or their local service representative may be required, at the discretion of the County and prior to the placing of any equipment order, to enter into an Original Equipment Manufacturer parts and service supply agreement at any time during the useful life

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of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid the bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard. A purchase order for such parts and services as may be needed can be issued by the County as part of the scope of this solicitation and any resulting contract.

2.9.13 DELIVERY AND PAYMENT

All prices are to be quoted F.O.B. destination. Deliveries are authorized at GSA Fleet Management Shop 3 which is located at 8801 NW 58th Street, or at another location that may be so designated on the purchase order between the hours of 8:00 A.M. and 2:00 P.M. weekdays. Contact Ronald Kleintop at (305) 418-2727 forty eight (48) hours prior to delivery.

2.9.14 Delivery is required within one hundred and eighty (180) days from the date that the County department orders the equipment by sending a printed Purchase Order to the vendor. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment. See Paragraph 2.9.16 for delivery defect correction requirements.

2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.9.14, the awarded vendor shall be subject to charges for liquidation damages in the amount of \$100.00 for each and every calendar day that each and every piece of equipment is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.

2.9.16 The vendor shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of notice. If the vendor fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts.

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2.9.17 The County will issue payment within thirty (30) days after completion of items A. and B. below:

- A. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).
- B. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the successful bidders Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer’s Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
 2225 N.W. 72nd Avenue,
 Miami, Florida 33122.

These documents must be dated to coincide with the delivery of the equipment, send all papers to:

General Services Administration
 Materials Management Division
 Capital Inventory Section
 2225 N.W. 72nd Avenue
 Miami, Florida 33122

All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike overs on any documents. Non-compliance will result in payment delays.

The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

2.9.18 PARTS, REPAIRS AND TRAINING

The vendor shall supply the County with no less than 1 copy of a comprehensive operation manual, and if appropriate, a training manual which describes the appropriate use of the equipment purchased, and 1 copy of a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment

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purchased. These are to be supplied by the vendor with the first unit delivered and cover the components supplied. Manuals may be on CD, DVD, online, or in hard copy form. CD, DVD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.

2.9.19 ALTERNATIVE BIDS

Alternative bids, as noted in Bid Section 1, Paragraph 1.3, Sub-Section E are not permitted as part of this solicitation.

2.9.20 MOTOR VEHICLE LICENSE REQUIREMENT

If applicable to this bid, per Chapter 320 of the Florida Statutes, "No motor vehicle, foreign or domestic may be sold, leased or bid for sale or lease in this state unless the Manufacturer, Importer or Distributor of such motor vehicle which issues an agreement to a motor vehicle dealer in this state is licensed under SS320.60-320.70". Bidders submitting offers in conjunction with this solicitation should furnish a copy of this license with the offer, however, the vendor may be given the opportunity to submit the affidavit to the County during the evaluation period. At such time the bidder shall be given fifteen (15) calendar days to submit the license. Failure to meet this requirement may result in rejection of the offer.

2.9.21 PRE-CONSTRUCTION CONFERENCE

The bidder selected for award may be required to conduct a Pre-Construction Conference for five (5) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this solicitation. The vendor may select the location of this Pre-Construction Conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference will be borne by the County.

2.9.22 PRODUCTION/PROTOTYPE INSPECTION

The awarded vendor may be required to provide for an on-site production / prototype inspection of the first unit manufactured at times which are mutually convenient to the vendor and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes and general construction techniques. The vendor shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection.

The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the vendor's offer, or best commercial practices.

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The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit. Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection will be borne by the County.

2.10 LIQUIDATED DAMAGES

See Section 2, Paragraphs 2.9.15

2.11 INDEMNIFICATION AND INSURANCE

Intentionally Omitted

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

See Section 2, Paragraphs 2.9.17

2.16 SHIPPING TERMS: F.O.B. DESTINATION

See Section 2, Paragraphs 2.9.13

2.17 DELIVERY REQUIREMENTS

See Section 2, Paragraphs 2.9.13, 2.9.14, 2.9.15, and 2.9.16

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

See Section 2, Paragraphs 2.9.10, 2.9.11, and 2.9.12

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Pablo Martinez, CPPB, at (305) 375-2102 or via email at: mpablo@miamidade.gov

SECTION 2

SPECIAL CONDITIONS

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2.21 COUNTY USER ACCESS PROGRAM (UAP)

2.21.1 USER ACCESS FEE

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

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

2.21.2 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.

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.

SECTION 2**SPECIAL CONDITIONS****PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT****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 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS & OTHER GOVERNMENTAL ENTITIES

Intentionally Omitted

2.23 NON-EXCLUSIVITY AGREEMENT

It is the intent of the County to enter into an agreement with the successful Bidders that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to separately bid, piggy-back, buy or purchase through any other means or contractual instruments any vehicles deemed to be in its best interests to be purchased in such manner.

2.24 DEMONSTRATION OF COMPETENCY

The County reserves the right to conduct a pre-award site inspection or a follow-up inspection at any time during the contract's life to determine if the vendor is in compliance with the contract's requirements or to determine if the bidder is capable of performing the contract if awarded a purchase order for equipment. As part of the determination of the bidder's suitability for award the following criteria will be considered.

- (1) Bids will only be considered from firms who are regularly engaged in the business of providing the goods and/or services required by this solicitation, in the quantity needed. The bidder must be able to demonstrate a good record of performance and have sufficient financial resources, facilities, service equipment, employees and organization at no less than the levels specified as required in Section 2, Paragraph 2.9.9. and elsewhere in this solicitation, to ensure that they can satisfactorily provide to the County the goods and/or services required herein. The terms "sufficient financial resources, facilities, service equipment, employees and organization" shall additionally be construed to mean a fully equipped and well-established company in line with the best practices used in the industry.
- (2) The County may consider any evidence available regarding the financial, technical, or other qualifications and abilities of the bidder, including past performance and the bidder's record of satisfactorily completing prior awards with the County, or any other governmental or private entity in determining competency for award consideration.

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- (3) Award and/or pre-qualification consideration to be added to the bidding pool will not be afforded to any bidder who is unable to demonstrate compliance with the provisions of the General, Special and Technical Sections and requirements of this ITB.

SECTION 3**TECHNICAL SPECIFICATION****PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT****3.0 GENERAL REQUIREMENTS**

These specifications shall be the minimum requirements for various Off-Road, Construction, Landfill, Road Maintenance, Landscaping and other heavy equipment in conjunction with the County's needs on an as needed when needed basis.. When equipment is needed a quotation request will be sent to the pool of pre-qualified and awarded vendors by the Fleet Management Division of the General Services Administration. These vendors will then respond as appropriate using the requirements, specifications and terms and conditions of this ITB to determine their pricing offer to Miami-Dade County.

Miami-Dade County operates a wide variety of equipment in support of the various governmental functions needed to support the citizen's of the County and the infrastructure they depend upon for the standards of life we all enjoy. Due to the variety of work functions performed by the County the daily operation of some of this equipment is considered GENERAL USAGE and some is considered CRITICAL USAGE for day to day County operations. In this ITB the County has separated levels of support for parts stocking and delivery, service support, field service support, emergency situations and other factors which are required for GENERAL USAGE equipment and that required for CRITICAL USAGE equipment.

Examples of GENERAL USAGE equipment include Street Sweeping equipment, Mowing Tractors with attachments, Canal Cleaning Equipment, Material Handling equipment, Tub Grinders, Landscaping equipment, and some General Application Construction equipment.

Examples of CRITICAL USAGE equipment include Water and Sewer Line Break/Rupture Repair equipment, Refuse and Sanitary stream handling equipment, Landfill Operation equipment, and Road, Bridge and Canal equipment used for infrastructure support in emergency situations including Hurricane and storm cleanups.

NOTE 3: For all equipment whether labeled either GENERAL USAGE or CRITICAL USAGE, the requirements for that equipment's designation, as it relates to parts supply, parts delivery, service support in shop or in the field, training, warranty and all other factors stipulated in this ITB's Section (3) must be met by the prospective bidder at the time of the bid or quotation opening for award consideration to be given that bid or quotation by the County.

3.1 QUOTATION REQUESTS

All quotations requested will be responded to by meeting the technical and work requirements of the equipment stated. Any quotation request submitted which does not meet the minimum specifications requirements stated below, or in the quotation request they were tendered under, will not be considered for award. Awards resulting from any quotation request will be made to the lowest priced responsive vendor that is offering equipment that fully complies with the technical requirements stated either below, or within the specific quotation request, except for pricing as may be noted in Section 2, Paragraph 2.7.1. All pricing offered should be based on a 2,000 hour per year

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operating usage. All quotations issued subsequent to this ITB will be returned with all information and pricing requested completed, to the fax or email cited in the quotation request, no later than the date and time stipulated. Late responses will not be considered for award.

- 3.1.a. **GENERAL USAGE** application equipment bidders will meet the minimum requirements labeled GENERAL USAGE for Parts and Service Delivery, Warranty and Guaranteed Buyback provisions, unless specified otherwise in the quotation request, in addition to all other Terms and Conditions of this ITB, and any quotation request tendered under it.
- 3.1.b. **CRITICAL USAGE** application equipment bidders will meet the minimum requirements labeled CRITICAL USAGE for Parts and Service Delivery, Warranty and Guaranteed Buyback provisions, unless specified otherwise in the quotation request, in addition to all other Terms and Conditions of this ITB, and any quotation request tendered under it.

NOTE 4: The County reserves the right, at its sole discretion, to apply Life Cycle Costing to any bid or quotation award evaluation by including the Guaranteed Buyback Price in the calculation of the equipment's cost or life cycle cost when Guaranteed Buyback has been requested.

3.2.A SUPPORT REQUIREMENTS FOR GENERAL USAGE DESIGNATED EQUIPMENT

The County operates a large variety of specialized equipment and has the requirement to quote specialized equipment under this solicitation whose usage application is not a critical function for the health, safety and welfare of the citizens of Miami-Dade County. In these cases the quotations issued under this solicitation will display the terminology GENERAL USAGE. In these situations the bidder may be located outside Miami-Dade or Broward County provided Miami-Dade County is part of their OEM manufacturer's granted sales territory, and a service facility capable of supplying needed parts and services is located in Miami Dade or Broward County. In these cases the supplemental parts and service supply and delivery, warranty, and buy back provisions of this Section 3 of this ITB will be considered satisfied upon demonstrated compliance, or ability to comply at the time of the bid or quotation opening, with the following:

- 3.2.1.a. The Demonstration of Competency in Section 2, Paragraph 2.24
- 3.2.1.b. Conferring written "In House" Warranty Dealer status to Miami Dade County, and satisfying all Warranty and third party claim filing requirements of Section 2, Paragraph 2.9.10.
- 3.2.1. c. Affirming, in writing, the company's or local dealer's ability to comply with the following: the minimum parts stock on hand must provide "at the counter" parts availability at no less than a 70% parts fill rate at the time of request, an 85% fill rate within any two working day period from date of request, and a 100% parts fill rate within any five working day period. All parts will be delivered FOB Miami-Dade County, to the facility that ordered the part, for any machine bid, within 24 hours of availability at the dealer's facility.

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- 3.2.1.d. Every machine offered will include a one year, 2000 operating hour, 100% warranty on the entire machine exclusive of wear parts.
- 3.2.1.e. The training facilities required in Section 3.4.4 will be supplied by the County however, the training time requirements for maintenance and operators remain as stated in that Section.

3.2.B. SUPPORT REQUIREMENTS FOR CRITICAL USAGE DESIGNATED EQUIPMENT

The operation of this equipment and these equipment types quoted under this ITB are considered to be absolutely critical to Miami-Dade County operations. The equipment types will be used to perform and support diverse work functions ranging from the maintenance and repair of broken or ruptured water distribution and sewer collection lines, to maintaining the every day functioning of the County's Solid Waste stream, which includes ongoing daily operations at the landfill, transfer stations, neighborhood recycling centers and other waste stream collection and disposal functions which must operate every day and certain equipment operated by the Public Works Department to maintain Roads, Bridges and Canals and other infrastructure support functions which be performed everyday, regardless of weather, storms or emergency conditions.

Due to the work requirements of certain types of equipment which are vital for the Health, Welfare and Safety of the citizens of Miami Dade County, equipment designated CRITICAL USAGE has certain supplemental warranty, parts and service support requirements, emergency response capabilities, and both operator and maintenance training capabilities and requirements of a participating dealer or distributorship, over and above what would normally be required for a truck, a car, or General Usage equipment's requirements, and are listed in the following sections of this ITB.

3.3 WARRANTY, MACHINE AND ENGINE – FOR CRITICAL USAGE DESIGNATION

- A. All equipment with a base MSRP under \$75,000 offered to the County under this ITB shall include no less than; a three (3) year and 3,000 operating hour warranty (whichever comes first), on the full machine and a written five (5) year and 5,000 operating hour, 100% parts and labor coverage (whichever comes first), warranty on the power train. It is understood these warranties do not include wear parts and standard PM items
- B. All equipment with a base MSRP of \$75,000 or more offered to the County under this ITB shall include at a minimum a written five (5) year and 7,500 operating hour (whichever comes first), 100% parts and labor coverage warranty (except for wear parts and standard PM items) on the entire machine, AND, the engine's manufacturer or distributor shall provide a written warranty statement (letter) on the engine manufacturer's or engine distributor's letterhead, signed by an individual so authorized to obligate the company, and provide for the extension of oil drain

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intervals for however long the engine's oil tests satisfactorily, without change or impact to the warranty provisions, coverage and terms, provided in this paragraph. This letter must either be on file with the County at the time of bid opening or be submitted with the prospective vendor's Bid Proposal. Failure to comply with the requirements of this paragraph will prevent your offer from being considered and will render it non-responsive.

Additional to the written five (5) year and 7,500 operating hour (whichever comes first), 100% parts and labor coverage warranty (except for wear parts and standard PM items) on the entire machine, the bidder will both include in the offer price and list separately a warranty extension to 10,000 operating hours for the equipment's full power train (only), also exclusive of wear parts.

- C. The successful bidder shall supply the County with free oil analysis testing for each engine purchased, for appropriate interval testing, as recommended by the engine's manufacturer or distributor, inclusive of oil sample testing kits, during the engine warranty period.

NOTE 5: MSRP as referenced in this Section (Section 3) does not include options required or selected.

3.4 PARTS, SERVICE AND TRAINING

As previously cited County government supports a variety of CRITICAL Public Infrastructure Functions ranging from Water and Sewerage Distribution and Disposal, Refuse and Sanitary Collection and Disposal, Roadway, Bridge and Canal Maintenance and many other functions whose everyday operations are CRITICAL for the health, welfare and safety of the citizens of the County. The ability to obtain parts and service support at the very highest levels are paramount for these ongoing daily critical and CRITICAL County operations. These factors, as they pertain to the equipment being supported, have been considered in the formulation of the County's minimum service and parts support requirements. Listed below are the minimum requirements for Service, Parts Support and Supply Facilities and Parts Fill Levels, which must be met by prospective bidders at the time of the original bid, or prior to being added to this contract's pool of pre-qualified vendors.

- 3.4.1 PARTS STOCKING LEVELS – CRITICAL USAGE: All equipment with a base MSRP under \$75,000 offered to the County under this ITB shall meet the requirements of Paragraph 3.4.1.a.; all other equipment offered must meet the requirements of Paragraph 3.4.1.b.:

- 3.4.1.a. The bidder shall affirm in writing the ability to meet the following requirement:

At a minimum the parts stock on hand must provide "at the counter" parts availability at no less than a 70% parts fill rate at the time of request, a 90% fill rate within any 24 hour period, and the prospective bidder guarantees by the submission of their bid a 100% parts fill rate for any machine bid within a two working day period from date of request, FOB Miami-Dade County, to the facility that ordered the part, for any machine bid.

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3.4.1.b. At a minimum the parts stock on hand must provide “at the counter” parts availability at no less than a 85% parts fill rate at the time of request, a 95% fill rate within any 24 hour period, and the prospective bidder guarantees by the submission of their bid a 100% parts fill rate for any machine bid within a two working day period from date of request, FOB Miami-Dade County, to the facility that ordered the part, for any machine bid.

3.4.2. PARTS DELIVERY REQUIREMENTS – GENERAL USAGE DESIGNATION: It is a requirement of this ITB that all bidders have an ongoing parts delivery operation that can deliver needed parts to Miami-Dade County facilities in no less than the following manner. All equipment offered to the County under this ITB shall meet the requirements of Paragraph 3.4.2.a. through 3.4.2.d. The County reserves the right to pick up any parts required at any dealer or distributorship in person, when the County at its sole discretion deems that action to be in its best interests. At a minimum the prospective vendor must have no less than two (2) dedicated parts delivery trucks with appropriate personnel on staff to operate them on a normal daily schedule.

PARTS DELIVERY REQUIREMENTS – CRITICAL USAGE DESIGNATION: It is a requirement of this ITB that all bidders have an ongoing parts delivery operation that can deliver needed parts to Miami-Dade County facilities. For equipment bid under the Critical Usage Designation parts delivery must meet the requirements of Paragraph 3.4.2.e. through 3.4.2.h.: The County reserves the right to pick up any parts required at any dealer or distributorship in person, when the County at its sole discretion deems that action to be in its best interests. At a minimum the prospective vendor must have no less than two (2) dedicated parts delivery trucks with appropriate personnel on staff to operate them on a normal daily schedule.

3.4.2.a. Parts ordered by telephone, email or fax before noon any working day will be delivered the next working day before noon.

3.4.2.b. Parts ordered by telephone, email or fax between noon and 5:00 PM any working day will be delivered the next working day before 5:00 PM.

3.4.2.c. Parts ordered by telephone, email or fax which are not in stock will be delivered within four hours of their arrival at the dealers parts facility, which must be no later than 48 hours after order.

3.4.2.d. Parts ordered by telephone, email or fax for a declared EMERGENCY will be delivered within four hours of the earliest of the receipt of order or their arrival at the dealers parts facility, which must be no later than 48 hours after order.

3.4.2.e. Parts ordered by telephone, email or fax before noon any working day will be delivered that same day before 5:00 PM.

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3.4.2.f. Parts ordered by telephone, email or fax between noon and 5:00 PM any working day will be delivered the next working day before noon.

3.4.2.g. Parts ordered by telephone, email or fax which are not in stock will be delivered within four hours of their arrival at the dealers parts facility, which must be no later than 48 hours after order.

3.4.2.h. Parts ordered by telephone, email or fax for a declared EMERGENCY will be delivered within four hours of the earliest of; the receipt of order or their arrival at the dealers parts facility, which must be no later than 48 hours after order.

NOTE 6: When parts are required for a declared EMERGENCY situation affecting the life, safety, or health of any of the citizens of Miami-Dade County, the vendor is required to have a 24 hour a day, 7 day a week, 365 day a year EMERGENCY contact on file who is available on an EMERGENCY basis to supply any needed parts in stock under those conditions.

3.4.3. SERVICE DELIVERY REQUIREMENTS – GENERAL USAGE DESIGNATION

It is a requirement of this ITB that all bidders proposing business activities under the General Usage Requirement of this ITB must have and operate a fully equipped and well established shop facility in Miami-Dade or Broward County capable of providing the full range of equipment maintenance and repair services recommended by the manufacturer's they represent and as supplementally stipulated below in paragraphs 3.4.3.a. through 3.4.3.e. below in a manner consistent with maximizing machine available working time.

SERVICE DELIVERY REQUIREMENTS - CRITICAL USAGE DESIGNATION

It is a requirement of this ITB that all bidders proposing business activities under the Critical Usage Requirement of this ITB must have and operate a fully equipped and well established shop facility in Miami-Dade or Broward County capable of providing the full range of equipment maintenance and repair services recommended by the manufacturer's they represent and as supplementally stipulated below in paragraphs 3.4.3.f. through 3.4.3.j., in a time sensitive manner, in consideration of an operating environment where machine up time is always at a premium and spare or substitute equipment is too expensive to have available at hand.

The bidder's service facility must have under their operation and control the shop equipment required for the full testing and remediation of hydraulic equipment malfunctions, transmission testing equipment (test bench) and engine testing equipment (dynamometer). All test equipment must be located either on-site or in Miami-Dade or Broward County, so diagnostics and repairs to any equipment can be checked and verified in a time sensitive manner appropriate to the application and usage of the equipment.

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3.4.3.a. All bidders must have no less than three (3) field service trucks capable of performing all field equipment repairs.

3.4.3.b. All bidders must have no less than three (3) field PM Service trucks capable of performing all needed equipment preventative maintenance (PM's). This requirement is additional to the requirement in Paragraph 3.4.3.a.

3.4.3.c. All bidders must be able to provide certified welding services and line boring in the field.

3.4.3.d. All bidders must be able to provide scheduled oil sampling (SOS) for all machine components. Due to the time sensitive manner of machine up time such analysis must be performed within five working days of receipt of sample, and will be performed at no charge during the engine or engine/drivetrain warranty period. Samples test kits will be provided by the awarded bidder at no charge and include test kits and mailing charges where applicable. All results must be made available to Miami-Dade County no later than three working days from completion of analysis of the sample.

3.4.3.e. The service facility must have at least one designated (1) expert with broad based experience within the brand being offered who can liaison any product or service issues with the manufacturer.

3.4.3.f. All bidders must have no less than ten (10) field service trucks capable of performing all field equipment repairs.

3.4.3.g. All bidders must have no less than three (3) field PM Service trucks capable of performing all needed equipment preventative maintenance (PM's). This requirement is additional to the requirement in Paragraph 3.4.3.f.

3.4.3.h. All bidders must be able to provide certified welding services and line boring in the field.

3.4.3.i. All bidders must be able to provide scheduled oil sampling (SOS) for all machine components. Due to the time sensitive manner of machine up time such analysis must be performed within five working days of receipt of sample, and will be performed at no charge during the engine or engine/drivetrain warranty period. Samples test kits will be provided by the awarded bidder at no charge and include test kits and mailing charges where applicable. All results must be made available to Miami-Dade County no later than three working days from completion of analysis of the sample.

3.4.3.j. The service facility must have at least two (2) designated experts with broad based experience within the brand being offered who can liaison any product or service issues with the manufacturer. At a minimum one (1) must be dedicated to this function.

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NOTE 7: When service is required for a declared EMERGENCY situation affecting the life, safety, or health of any of the citizens of Miami-Dade County, the vendor is required to have a 24 hour a day, 7 day a week, 365 day a year EMERGENCY contact on file who can open the “door” on an EMERGENCY basis and coordinate the repair of the equipment under those conditions.

3.4.4. TRAINING CAPABILITY REQUIREMENTS

It is a requirement of this ITB that pre-qualified vendors have certain minimum training abilities for equipment operators and County maintenance personnel. These requirements are:

3.4.4.a. The successful vendor must have Operator Training available both “on the job” and “in the classroom”, and have suitable staff, programs and classrooms available for such training. Two (2) hours of training “on the job” per machine delivered is required.

3.4.4.b.. The successful vendor must have Maintenance and Safety Training Programs available and have classrooms that are acceptable to the County, for such training to a group of up to six (6) County employee’s for a minimum of two (2) hours of maintenance training, per machine delivered. The exception to this requirement shall be for training facilities for General Usage equipment as stated in Section 3, Paragraph 3.2.1.e

3.5 GUARANTEED BUYBACK FOR CRITICAL USAGE DESIGNATION

Equipment with a Manufacturer’s Suggested Retail Price (MSRP) inclusive of required options of under \$75,000 are exempt from the buyback requirements of this paragraph. For equipment with a MSRP of \$75,000 or more (inclusive of required options) the following supplemental requirements will be in effect. The awarded vendor agrees to buyback equipment sold to the County, upon the written request of the County, in accordance with the terms and conditions of this section (3.5) of this ITB, whether or not the Guaranteed Buyback is cited or referenced in any subsequent Purchase Order issued under this ITB by Miami-Dade County.

In the Bid Proposal section of this Invitation to Bid, and in the appropriate section of any quotation requests resulting from this solicitation, the bidder will be required to provide, in addition to the price they are offering and the prices of any pertinent options requested or required, the Manufacturer’s Suggested Retail Price of the equipment being quoted which will include all requested options and/or additional equipment. This price will form the basis of a Guaranteed Buyback of the equipment at the interval time, usage and percentages stated in Paragraph 3.5.1. Exercising the Guaranteed Buyback Option is at the exclusive discretion of the County. When and if the County chooses to exercise the Buyback Option, requiring the awarded bidder to buy back the equipment under the terms and conditions of this paragraph, the County will so notify the awarded vendor in writing no less than fifteen (15) days prior to requiring execution of the buyback option.

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The successful bidder guarantees that they will buy back the equipment purchased under the terms and conditions of this contract, at any point up to the conclusion of the sixth (6) year of the equipment's in-service life, or, 12,000 operating hours, whichever comes first, at a price no less than 20% of the equipment's original MSRP (inclusive of option costs) for refuse handling equipment, and no less than 25% of the equipment's original MSRP (inclusive of option costs), for all other equipment vocations. Proposals offering lesser guaranteed percentages will be deemed not responsive and will not be afforded award consideration.

3.5.1.a. To be eligible for buyback, the equipment must be in normal operating condition, have never had frame or chassis damage, never been wholly or partially submerged, and meet the condition settlement criteria listed in Paragraph 3.5.2 below.

3.5.2. SETTLEMENT CRITERIA AND COMPONENT REMAINING LIFE

At the time of buyback, all vehicle components subject to wear will have no less than 25% remaining life from the original new component measurements, or the County will be subject to Fair Market charges to bring such components up to such 25% minimum standards. Full costs to replace overly worn components with new parts and components are specifically prohibited, and any such Fair Market charges, to reach a 25% remaining life level will be based on prorated replacement costs from the existing remaining wear percentage to the required 25% minimum only, and will be recognized by the County as charges for excessive wear or sub-standard condition at the time of buyback.

3.6 INCLUDED EQUIPMENT AND FEATURES

All equipment offered under this solicitation will meet the equipment or option requirements of this Paragraph as well as the additional option or specific requirements supplied for each machine listed or subsequently quoted in that quotations request or accompanying technical specifications or requirements.

- 3.6.1. All engines offered must be 2007 EPA Non-compliant Penalty Free (NCP-Free) Tier 3 Certified and ULSD approved and powered until EPA regulations mandate 2010 EPA Certified power, which shall then be included in all quotations tendered as mandatory. All engines will have the manufacturer's recommended engine shut down system which shall shut down (vs. de-rate) the operation of the engine upon, at a minimum, any of the following events; low coolant level, overheating, or low oil pressure. All shut down systems must include an audible alarm and brightly lit warning light that are both easily noticed in the cab by the equipment's operator, should they activate. The system must also include a brief duration emergency over ride should the equipment shut down in an unsafe location or position which requires immediate correction.

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- 3.6.2. All equipment offered with an MSRP of over \$75,000 will be locally fitted with an AFEX (No Substitution) full machine fire suppression system prior to delivery to the County unless specifically cited otherwise in any subsequent quotation request.
- 3.6.3. All equipment offered will be equipped with the equipment manufacturer's roll-over protection structures (ROPS) and falling objects protective structures (FOPS) and for equipment with an MSRP over \$75,000 will also be equipped with the manufacturer's recommended enclosed air-conditioned pressurized cabin which has a changeable air filter and a power point for charging cell phones, computers, etc., unless specifically cited otherwise in any subsequent quotation request. All equipment offered will have the manufacturer's recommended fully adjustable air suspension seat and an AM/FM radio.
- 3.6.4. All equipment offered which has tires will have such tires fully foam filled prior to delivery to the County unless otherwise stated in the quotation request.
- 3.6.5. All equipment offered shall have a turbine air pre-cleaner system appropriate for trash, refuse, landfill or road construction usage applications unless otherwise stated in the quotation request.
- 3.6.6. All equipment will be supplied with all of the equipment manufacturer's recommended options for the work tasks stipulated included as standard equipment. This provision shall be deemed to specifically include any instances where the County has been silent on any of the equipment manufacturer's recommended options or additional equipment for the work tasks cited in the equipment's description of work. All equipment will be fully assembled and in "ready-to-work" condition when presented to the County for acceptance. Equipment cited for Refuse or Landfill Applications will contain, at a minimum, the fundamental guards for; the belly pan, power train, axle seals, all drive shafts, headlights, crankcase, differentials and final drives, fuel tank, hydraulic tank, all possible cylinders and rear hitches guards; front window guards, all as available from the equipment's manufacturer, and all other guards available and or necessary for the full protection of the machine in this stated work vocation. Maximum ambient temperature cooling packages consistent with the stated equipment applications will be supplied as standard. Applications cited for Landfill or Refuse usage will contain all of the manufacturer's recommended options, packages, arrangements, etc., for waste/refuse handling. Should the manufacturer of the equipment bid not offer appropriate options, ancillary equipment, component guards or other required features, functions or enhancements for the safe and proper operation and usage of the equipment in the work vocation and environment required, in addition to meeting the minimum work requirements and capacities cited, the County shall have the option, at its sole discretion, to bypass that bidder's offer as non-responsive to the work functions, tasks or productivity required and not provide further award consideration to that item.
- 3.6.7 It is noted that different manufacturers use different terminology in referring to the addition of equipment or features to a base model. This ITB may use the terms; Options, Fitments, Packages, Arrangements, Modules and other terminology that refer to that addition of

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equipment or features to the base model; to either enable performance, or to enhance the function of specific work applications and provide additional capabilities to that equipment, so it may properly and safely perform the work tasks required by the vocation and application. For the purposes of this ITB and any future quotations requested under this ITB, those terms (Options, Fitments, Packages, Arrangements, Modules, etc.) shall each be construed to mean the same, and shall additionally be construed to mean the manufacturer's maximum additional offering for that request, regardless of the specific term cited or used in the specification language.

3.7 EQUIPMENT TO BE BID AS PART OF THIS ITB: MINIMUM REQUIREMENTS**3.7.1. REFUSE HANDLING BACKHOE LOADER - CRITICAL USAGE APPLICATION**

This equipment is primarily operated at a Waste Transfer Station to assist in various support functions to the larger equipment at the station. In this configuration it will be used in the day to day function of maintaining the stations compactors when debris is beyond the reach of the larger equipment. It will be also used to clear out jammed material in the trailer compactors, using the specified extend reach boom function. It will be fitted with a quick connect feature (Integrated Tools Function or IT) to accept a hydraulic angle broom, a standard 1.5 CYD bucket, and other buckets and tools as needed. This machines daily work functions also include performing daily cleaning and materials sorting functions and use as a standard backhoe function for the Waste Transfer Station grounds. The required functions for that portion of the machine's application include; digging, loading small cylinders, genralized waste stream bulk and other heavy items. This equipment will be used in the transfer station six days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.1.1. The unloaded operating weight of the equipment shall be no less than 17,500 pounds and may include counterweights to achieve that weight. The machine must be able to operate with a 1.4 cubic yard general purpose bucket and be fitted with full tool handling ability (IT) and controls. An additional 1.5 cubic yard general purpose bucket with a replaceable cutting edge and a heavy duty 6.2 cubic foot general purpose bucket will be supplied with the machine. Electronic controls with five (5) function hydraulics are required.

The unit will have a digging depth of no less than 19 ½ feet and be supplied with both flip type and grouser type stabilizer pads for the outriggers. Bucket digging force at full extension must be no less than 15,500 pounds. The loader shall have a breakout force of no less than 10,000 pounds and a lift capacity no less than 6,250 pounds at full height with a general purpose bucket.

3.7.1.2. The engine must provide no less than 100 gross horsepower and be supplied with a quick oil change system. The radiator must be equipped with a thermostatically controlled variable speed fan. The fuel tank must hold no less than 30 gallons of fuel.

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3.7.1.3. The transmission must provide change of speed or direction on the go and feature automatic shifting with five (5) forward and three (3) reverse speeds and be able to achieve a forward speed of no less than 25 miles per hour. The unit shall have the capability to switch from traveling in 2WD and working or braking in 4 WD automatically. The rear axle shall have a differential lock which can be engaged on the go. The machine must be equipped, at a minimum, with foam filled 12.5/80-18 10PR (front) and 19.5 X 24 12PR (rear) radial tires. The steering system must provide a minimum 50% steer angle at the steer tires.

3.7.1.4. The hydraulic system must be able to deliver no less than 42 gallons per minute and be powered by a load sensing hydraulic pump and be capable of operating the system at no less than 3500 pounds per square inch pressure.

3.7.1.5. The equipment is to be furnished with a warning beacon mounted in a position recommended by the equipment's manufacturer, a front window guard to prevent trash from entering the cab and full vandalism protection.

3.7.2. **LANDFILL AND REFUSE HANDLING TRACK MOUNTED HYDRAULIC EXCAVATOR - CRITICAL USAGE APPLICATION**

This equipment is used primarily at the landfill facility to presort material, create and maintain gas wells, maintain leachate and rain water trenches and site preparation. The machine's work functions include usage to clear debris from transfer trailers if they are unable to eject their loads. Due to its speed and ability to work in confined areas this machine is very versatile. This equipment should also be configured with all necessary protection to avoid undercarriage damage. This machine should also be closed cab with a filtered air conditioning system. This equipment will be used in the landfill seven days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.2.1. The unloaded operating weight of the equipment shall be no less than 54,000 pounds. The machine must be supplied with no less than a recommended 48", 1.55 cubic yard bucket with ground penetrating tips and side cutting edges. The machine must be able to generate a bucket digging force of no less than 38,500 pounds at a 24 foot digging depth with a reach of no less than 34' 6" at ground level. The machine shall be capable of generating a draw bar pull of no less than 50,000 pounds.

3.7.2.2. The engine must provide no less than 185 net horsepower and be supplied with a quick oil change system. The manufacturer's recommended final drive guards for waste and landfill applications must be furnished in addition to front window guards to prevent trash from entering the cab. The radiator must be equipped with a reversing speed fan. The fuel tank must hold no less than 135 gallons of fuel.

3.7.2.3. The transmission must offer full hydrostatic function and provide a travel speed of no less than 3 miles per hour. The machine must be equipped with no less than 32" triple grouser

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tracks and track guiding guards. The steering system will be a third pedal for straight forward system.

3.7.2.4. The hydraulic system must be able to deliver no less than 55 gallons per minute and be capable of operated the raise/lower and dump functions simultaneously through a multi-purpose joy stick with pattern changing ability.

3.7.2.5. The operators control and information center must be located in front of the operator and monitor through a computerized system coolant temperature, engine oil pressure, transmission oil temperature, alternator output, as well as have warnings system for non-critical failures, failures that will cause component failures and an audible alarm for failure types that will cause an immediate component failure.

3.7.2.6. The equipment is to be furnished with a warning beacon mounted in a position recommended by the equipments manufacturer, bumpers and a power supply in the cab.

3.7.3. LANDFILL REFUSE HANDLING TRACK LOADER - CRITICAL USAGE APPLICATION

This equipment is used for many different types of waste applications on the landfill. The machine's weight compacts the waste stream reducing volume and increasing density. This allows haulers to obtain the maximum weight allowable for road transport. This machine with a hydraulic 2.6 CYD Landfill multi purpose bucket can grasp and sort debris as well as load cover material in landfill haul vehicles. This machine can work alone or in tandem with wheel loaders to load haul vehicles. This equipment is used in the operation of the waste stream landfill seven days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.3.1. The unloaded operating weight of the equipment shall be no less than 32,000 pounds. The machine must be supplied with a 2.6 cubic yard bucket with replaceable bolt on cutting blades designed for landfill waste/refuse handling applications. With the manufacturer's recommended multi purpose waste handling bucket the equipment must provide a dump clearance at full lift and 45 degree discharge of no less than 8'10" and a minimum blade digging depth of no less than 5". The equipment must be able to generate no less than 25,000 pounds of breakout force.

3.7.3.2. The engine must provide no less than 140 net horsepower and be supplied with a quick oil change system. The manufacturer's recommended final drive for waste and landfill applications must be furnished. The radiator must be equipped with a reversing speed fan. The fuel tank must hold no less than 80 gallons of fuel.

3.7.3.3. The transmission must offer full hydrostatic function and provide infinitely variable speed adjustments up to 6 miles per hour either forward or reverse. The machine must be

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equipped with 19" wide center hole tracks cleaned with rear striker bars. The steering system will be a two pedal system.

3.7.3.4. The hydraulic system must be able to deliver no less than 30 gallons per minute and be capable of operated the raise/lower and dump functions simultaneously through a multi-purpose joy stick. Hydraulic cycle time to raise, dump and float back empty shall not exceed 10.0 seconds.

3.7.3.5. The operators control and information center must be located in front of the operator and monitor through a computerized system coolant temperature, engine oil pressure, transmission oil temperature, alternator output, as well as have warnings system for non-critical failures, failures that will cause component failures and an audible alarm for failure types that will cause an immediate component failure.

3.7.3.6. The equipment is to be furnished with a warning beacon mounted in a position recommended by the equipments manufacturer.

3.7.4. REFUSE HANDLING WHEEL LOADER - CRITICAL USAGE APPLICATION

The primary application of this equipment is usage in trash and recycling stations and transfer stations. The equipment perform a variety of refuse stream tasks including the stockpiling of waste, top loading haul vehicles and refuse clean up in and around various facilities. This equipment is used to side and top load trash trucks, dump trucks and transfer trailers at a height of 12 feet 5 inches. It has certain dump height clearance requirements which have been listed below in 3.7.4.1. The equipments work function in both normal critical service and in Hurricane service require it be equiped with a "Rockland" grapple bucket system for loading various types of loose and compact material. This machine is one of many that are assigned to street clearing duty in the event of a major storm in Miami Dade County. This equipment will be used in the trash and recycling centers located thruout Miami Dade County, seven days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.4.1. The unloaded operating weight of the equipment shall be no less than 40,000 pounds. The machine must be able to operate with a Rockland Grapple bucket holding no less than 6.5 cubic yards and designed for waste/refuse handling applications. With the manufacturer's recommended waste handling bucket the equipment must provide a dump clearance at full lift and 45 degree discharge of no less than 10' 6" and the reach with the lift arm horizontal and level bucket may not be less than 10' 3" The equipment must be able to generate no less than 35,000 pounds of breakout force using a three valve operation control system.

3.7.4.2. The engine must provide no less than 215 gross horsepower and be supplied with a quick oil change system. The radiator must be equipped with a thermostatically controlled variable speed fan. The fuel tank must hold no less than 80 gallons of fuel.

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3.7.4.3. The transmission must offer full electronic power shift capabilities and no less than four (4) speeds in each direction, both forward and reverse, and be capable of achieving no less than 22 miles per hour in either direction. The machine must be equipped with foam filled 23.5-25 20PR HRL GY L3 tires. The steering system must provide a minimum articulation angle of 70 degrees right or left.

3.7.4.4. The hydraulic system must be able to deliver no less than 70 gallons per minute and be powered by a load sensing hydraulic pump and be capable of operated the raise/lower and rack back/dump controls simultaneously. Total hydraulic cycle time must be no more than 10 seconds. Three valve type hydraulic system with lift and joystick control is required.

3.7.4.5. The operators control system must use quick disconnect couplings and be removable in 45 minutes or less without cutting any wires or the loss of any refrigerant gasses.

3.7.4.6. The equipment is to be furnished with a warning beacon mounted in a position recommended by the equipments manufacturer, external mirrors, front visors, axle drains and a front window guard.

3.7.5. OFF ROAD REFUSE WHEEL LOADER - CRITICAL USAGE APPLICATION

The primary function of the equipment is that of loading trash at recycling stations and transfer stations. It is required to perform a variety of tasks such as stockpiling of waste, top loading of haul vehicles and clean up in and around various facilities This equipment is used to side and top load trash trucks, dump trucks and transfer trailers at a height of 12 feet 5 inches . It has certain dump height clearance requirements which have been listed below. This machine is one of many that are assigned to street clearing duty in the event of a major storm in Miami Dade County. This equipment will be used thruout Miami Dade County, six days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.5.1. The unloaded operating weight of the equipment shall be no less than 55,000 pounds. The machine must be able to operate with a 133" wide bucket holding no less than 8.5 cubic yards and designed for waste/refuse handling applications. The equipment must be able to generate no less than 50,000 pounds of breakout force with a 6 cubic yard general purpose bucket. The equipment must be capable of loading transfer trailers in the vertical position with the bucket down at a vertical clearance from ground level of no less than 11 ½ feet at a 45 degree vertical angle and 15 ½ feet of minimum clearance to the pin at full elevation.

3.7.5.2. The engine must provide no less than 300 gross horsepower and be supplied with a quick oil change system. The radiator must be equipped thermostatically controlled with a variable speed fan. The fuel tank must hold no less than 100 gallons of fuel.

3.7.5.3. The transmission must offer full electronic power shift capabilities and no less than four (4) speeds in each direction, both forward and reverse, and be capable of achieving no less

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than 22 miles per hour in either direction. The machine must be equipped with foam filled 26.5-25 20PR L3 tires. The steering system must provide a minimum articulation angle of 70 degrees right or left.

3.7.5.4. The hydraulic system must be able to deliver no less than 80 gallons per minute and be powered by a load sensing hydraulic pump and be capable of operated the raise/lower and rack back/dump controls simultaneously. Total hydraulic cycle time must be under 12 seconds.

3.7.5.5. The operator's control system must use quick disconnect couplings and be removable in 45 minutes or less without cutting any wires or the loss of any refrigerant gasses.

3.7.5.6. The equipment is to be furnished with a warning beacon mounted in a position recommended by the equipments manufacturer.

3.7.6. OFF ROAD AND LANDFILL REFUSE APPLICATION ARTICULATING DUMP TRUCK - CRITICAL USAGE APPLICATION

The work requirements of this equipment mandate a versatile and highly maneuverable, all weather hauler that can negotiate poor underfoot conditions and maneuver easily in tight places normally found in landfills. In combination with a variety of loading equipment, this truck typically works with site preparation, cell construction, hauling cover material and transferring material. Articulated trucks provide on-the-go dumping and can operate in soft material and on side-slopes that prohibit the operation of other truck types. With the tanker option it will also assist with cell construction, road preparation, road maintenance and fire control. This equipment will be used in the landfill seven days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.6.1. The unloaded operating weight shall be no less than 47,500 pounds with a loaded operating weight of no less than 100,000 pounds. The machine must be able to carry a payload rated no less than 25 tons and be equipped and capable of operating in conjunction with the optional water tank described in the option section numbered 3.7.6.7.

3.7.6.2. Engine must provide no less than 300 horsepower and be supplied with a quick oil change system. The radiator must be equipped thermostatically controlled with a variable speed fan.

3.7.6.3. Transmission must be a planetary computer controlled design recommended for usage in this application by the engine's manufacturer and be equipped with no less than six (6) forward speeds, one (1) reverse speed and a variable retarder. The equipment must be able to achieve a speed of no less than 35 miles per hour forward and five (5) miles per hour in reverse and be equipped with six (6) 23.5R25 RL2+ tubeless radial tires. All axles must have fully floating axle shafts and an operator selectable differential lock with 100% lock on the go ability. The steering system must provide a minimum articulation angle of 45 degrees right or left.

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3.7.6.4. The hydraulic system for the steering, hoist and brakes must be powered by an engine driven load sensing variable displacement piston pump

3.7.6.5. The body shall be constructed from steel having a minimum hardness of 400HB and yield strength of 145,000 psi. Minimum body plate thickness is 8 mm front, 12 mm sides and 14 mm bottom and shall be able to tip for unloading at no less than 70 degrees. An integrated body roll-on and roll-off feature via a hoist is required.

3.7.6.6. **OPTIONAL TAILGATE:** Provide an opening tailgate to assist in the unloading process.

3.7.6.7. **OPTIONAL 5000 GALLON WATER TANKER:** This is to be bid as an option to the articulated dump described in this section (3.7.6) and have the following characteristics and features.

3.7.6.7.a. 5,000 gallon water capacity equipped with a visual sight gauge for observing fill level. The rear of the tank must be equipped with no less than two (2) utility lights for night illumination. .

3.7.6.7.b. The tank must be build with an anti-skid walkway with safety railings, an access ladder, fenders and mud flaps with body running, tail and stop lights.

3.7.6.7.c. The tank construction must have an anti-surge stabilization system with no less than two transverse reinforced water baffles.

3.7.6.7.d. Externally mounted hydraulically driven water pump with close coupled motor which will deliver no less than 1500 gpm at 100 psi. Pump system must be equipped with a low tank water level shut down to shut off the pump and water flow when the tank level reaches the bottom.

3.7.6.7.e. A suction loading system actuated by a separate hydraulic driven water pump capable of loading the unit at 550 gpm with two (2) twelve (12) foot sections of four (4) inch suction hose with appropriate diverter valves, foot valve and hose storage tubes.

3.7.6.7.f. A hose reel with one hundred (100) feet of 1 ½ inch hose with nozzle.

3.7.6.7.g. The unit must be equipped with a tank mounted water cannon that is up/down and side to side controllable from a lever in the cab and must be capable of throwing a water stream no less than 185 feet at 500 gpm and 100psi of water pressure.

3.7.6.7.h. The unit is to be equipped with left and right side front quadrant of the tank spray heads for vertical side spray and four individually electronically controllable spray heads

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mounted on a rear spray bar which is centrally controlled from a console. Each spray head must be infinitely adjustable from closed to full flow with an adjustable 360 degree rotation. The unit must also be equipped with a gravity dump bar controllable from in the cab.

3.7.6.7.i. Tank is to be furnished with a one year 100% warranty only.

3.7.7. LANDFILL APPLICATION REFUSE TRACK TYPE TRACTOR - CRITICAL USAGE APPLICATION

This equipment will be used at a Waste Transfer Station to consolidate the loads of several delivery vehicles into long haul transfer trailers. It must be capable of compacting and shredding debris while reducing volume and increasing density to allow haulers to obtain the maximum weight permissible for road transport. This machine can work alone or in tandem with wheel loaders to load haul vehicles. This equipment will be used in the transfer station six days per week, ten hours per day. This equipment may also be used at other facilities and other locations as needed.

3.7.7.1. The operating weight shall be no less than 85,000 pounds with a 24" track, the manufacturer's recommended Refuse or Waste Handling Packages or Arrangements, Landfill Bulldozer Packages or Arrangements, Landfill Application U Blade with mounting cylinder and left and right side lift cylinders is required. The tracks shall be protected by front and rear striker bars and all applicable guide shields, triple supplemental counterweights and thermal exhaust shields are required.

3.7.7.2. The engine must provide no less than 300 net horsepower and be supplied with a quick oil change system, and a waste disposal landfill radiator with guards and a reversing fan. Engine oil service interval must be no less than 500 operating hours.

3.7.7.3. The transmission must have no less than three (3) forward and three (3) reverse speeds and provide for auto-shift and kick down and operate from a single controller. The equipment must be able to achieve no less than 6 miles per hour in either forward or reverse operation.

3.7.7.4. The equipment's blade shall be able to dig no less than 22 inches deep, provide no less than 48 inches of ground clearance when raised, and be no less than 66 inches high and no less than 165 inches wide.

3.7.7.5. The equipment shall have a fuel capacity of no less than 150 gallons, be equipped with no less than 10 work lights appropriately located so as to provide adequate visibility for night operations, a warning strobe light, a remote mounted electrical disconnect switch in the cab, and have non-glare paint (black) on the hood.

3.8 PAINT AND RUSTPROOFING:

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The entire unit(s) shall be prepared and painted in a color similar to the State of Florida Road Construction Safety Yellow or similar color as may be approved at the Pre-construction Conference in the finest two (2) step process as designated in A, B or C below NO SUBSTITUTION. All structural elements must be thoroughly cleaned to remove all grease, oil and foreign matter. Weld splatter, slag, flux and rust or corrosion shall be completely removed by chipping, wire-brushing, shot blasting or sand-blasting prior to priming and painting. No outside metal surface void or obviously light of paint will be accepted.

- A. PRIMER - Only the highest quality rust inhibiting primer shall be used. The unit(s) shall be primed with DuPont Corlar 5000 Epoxy primer (RED OXIDE) #925-S and #926-S Corlar Activator.

FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in Yellow DuPont Imron Polyurethane Enamel, chip # to be identified at the Pre-construction Conference.

- B. PRIMER - Only the highest quality primer shall be used. The unit(s) shall be primed with P.P.G. Valspar Primer.

FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in P.P.G. Valspar with the color chip number to be identified at the Pre-construction Conference.

- C. Other primer and finish coat applications of equally high quality that may be named or approved by the County at a later date.

- D. In Section A., B. or C., the County requires the unit(s) to be guaranteed against peeling cracking or oxidation for a period of one (1) year from date of acceptance.

- E. The bidder will be responsible for the application of rust and corrosion protection and will warranty the entire vehicle for a five (5) year period. The warranty will protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, will be drilled, treated and plugged as required. The warranty will require the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period. The bidder will provide any periodic services required to maintain warranty coverage.

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
November 7, 2007



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

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

Issued by:920	DPM Purchasing Division	Date Issued: 10/16/2007	This Bid Submittal Consists of Pages 40 through 45
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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.

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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: 070-54	
Snr. Procurement Contracting Agent Pablo Martinez	

FIRM NAME: _____

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE
ON PAGE 45 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 45 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER
YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION,
LANDFILL, AND OTHER HEAVY EQUIPMENT

FIRM NAME: _____

GROUP 1 – GENERAL USAGE EQUIPMENT

1. Please submit documentation that the bidder is an approved OEM dealer or manufacturer of the equipment described in Section 3, Technical Specifications, and as per Section 2, Paragraphs 2.9.8 and 2.9.9.
2. Please provide a letter describing the bidder’s training capability as required in Section 3, Paragraph 3.4.4.

GROUP 2 – CRITICAL USAGE EQUIPMENT

3. Please submit documentation that the bidder is an approved OEM dealer or manufacturer of the equipment described in Section 3, Technical Specifications, and as per Section 2, Paragraphs 2.9.8 and 2.9.9.
4. Please provide a letter describing the bidder’s training capability as required in Section 3, Paragraph 3.4.4.

GROUP 3 – INITIAL EQUIPMENT PURCHASE

ITEM	DESCRIPTION	MSRP (inclusive of options)	OFFER PRICE (inclusive of options)	BUYBACK % (if applicable and if greater than the minimums established in Section 3, Paragraph 3.5)	COST OF POWER TRAIN WARRANTY EXTENSION (as per Section 3, Paragraph 3.3, B)
5.	Refuse Handling Backhoe Loader (as per Section 3, Paragraph 3.7.1)	\$ _____	\$ _____		
6.	Landfill and Refuse Handling Track Mounted Hydraulic Excavator (as per Section 3, Paragraph 3.7.2)	\$ _____	\$ _____		

BID SUBMITTAL FOR:

**PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION,
LANDFILL, AND OTHER HEAVY EQUIPMENT**

FIRM NAME: _____

7.	Landfill Refuse Handling Track Loader (as per Section 3, Paragraph 3.7.3)	\$ _____	\$ _____		
8.	Refuse Handling Wheel Loader (as per Section 3, Paragraph 3.7.4)	\$ _____	\$ _____		
9.	Off-Road Refuse Wheel Loader (as per Section 3, Paragraph 3.7.5)	\$ _____	\$ _____		
10.	Off-Road and Landfill Refuse Application Articulating Dump Truck (as per section 3, Paragraph 3.7.6)	\$ _____	\$ _____		
10a.	Optional Tailgate	\$ _____	\$ _____		
10b.	Optional 5000 Gallon Water Tanker	\$ _____	\$ _____		
11.	Landfill Application Refuse Track Type Tractor (as per Section 3, Paragraph 3.7.7)	\$ _____	\$ _____		

Estimated quantity: One (1) of each item listed above.

NOTE 8: Bidders should submit their bids with a complete itemized listing of options and ancillary equipment with their individual prices which are to be furnished for each item listed above which have been included in the OFFER PRICE and continue to do so for each piece of equipment that may be subsequently quoted under the terms and provisions of this ITB.

NOTE 9: Bidders are required to include a letter and documentation that describes their company’s capabilities, facilities, delivery and service support equipment and operations, and staff as they pertain to the requirements of this solicitation to assist the County in evaluating vendor competency and experience. The information provided should satisfy the requirements established in Section 2, Paragraphs 2.9.3, 2.9.8, 2.9.9, 2.9.10, 2.9.18, and 2.9.20; and Section 3, Paragraphs 3.2A, 3.3, 3.4, 3.5, and any other sections and clauses as may be applicable.

BID SUBMITTAL FOR:

PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD, CONSTRUCTION,
LANDFILL, AND OTHER HEAVY EQUIPMENT

FIRM NAME: _____

NOTE 10: Contact Information on bidder as per Section 2, Paragraph 2.6.7:

Telephone: _____ Fax: _____

E-Mail: _____

Name of Emergency Contact Person(s): _____

Telephone Number of Emergency Contact Person(s): _____

Please indicate whether your company is applying to quote General Usage or Critical Usage Equipment or both by the location or locations of your signature below.

GENERAL USAGE

CRITICAL USAGE

**SECTION 4
BID SUBMITTAL FOR:**

PREQUALIFICATION: PURCHASE OF VARIOUS OFF-ROAD,
CONSTRUCTION, LANDFILL, AND OTHER HEAVY EQUIPMENT

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: Prequalification: Purchase Of Various Off-Road, Construction, Landfill, And Other Heavy Equipment

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

MIAMI-DADE COUNTY BID AFFIDAVITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

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

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

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

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature By: _____ Legal Name and Title

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

a _____ corporation partnership joint venture

PLEASE NOTE:

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

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

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

CODE OF BUSINESS ETHICS
Code of Miami-Dade County Section 2-8.1(i)

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

By: _____ 20____
Signature of Affiant Date

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

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)



Table with title 'MINIMUM CERTIFIED CONTENT'. Columns: Bid Item Number, RECYCLED PRODUCTS (% Composition, Type of Material), RECOVERED MATERIALS (% Composition, Type of Material), RECYCABLE PRODUCTS (% Composition, Type of Material). Includes a 'DEFINITIONS' section at the bottom.

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

Form with fields: NAME, ADDRESS, CITY, STATE, ZIP, SIGNATURE, TITLE.