BID NO.: 8705-0/17

OPENING: 2:00 P.M.
Wednesday
November 27, 2013

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FOR INFORMATION CONTACT:
Ana M. Rioseco, CPPB
305-375-4425, ariosec@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**

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

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8705-0/17

Bid Title: VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

Procurement Officer: Ana M. Rioseco, CPPB

Bids will be accepted until 2:00 p.m. on November 27, 2013

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

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

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

NOTICE TO ALL BIDDERS:

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

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

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

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

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

http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-**r13-8**.pdf

SECTION 2
SPECIAL CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.1 PURPOSE

The purpose of this solicitation is to establish contract(s) for the purchase of preventive maintenance, parts, repairs and detergents for vehicle wash and water reclamation systems for various departments. The services are organized into the following five (5) groups:

Group 1: Preventive Maintenance, Parts, and other services for the vehicle wash systems - Public Works & Waste Management (PWWM)
Group 2: Preventive Maintenance, Parts, and other services for the water reclamation systems – PWWM
Group 3: Detergents for PWWM
Group 4: Preventive Maintenance, Parts, and other services for wash systems - Miami-Dade Transit (MDT)
Group 5: Preventive Maintenance, Parts and other services for wash systems - Miami-Dade Aviation (MDAD)

2.2 TERM OF CONTRACT: THREE YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the purchase order issued by the Internal Services Department, Procurement Management Services Division (ISD/PMS); and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the three (3) year period.

2.3 OPTION TO RENEW – INTENTIONALLY OMITTED

2.4 METHOD OF AWARD: TO PRIMARY AND SECONDARY LOWEST PRICED BIDDERS IN THE AGGREGATE BY GROUP

Award of this contract will be made up to the two (2) lowest priced responsive, responsible bidders in the aggregate by group. The aggregate price for each group will be calculated by adding the extended prices for each line item within that group. To be considered for award by group, the bidder shall offer prices for all items within a given group and shall meet the minimum requirements specified in Paragraphs 2.4.1 and 2.4.2.

Extended pricing calculation for Groups 1, 2, 4 and 5:

The extended pricing for preventive maintenance will be calculated as follows: Extended Price = Frequency of Service x Price per Month (for Groups 1, 4, and 5)

The extended pricing for preventive maintenance will be calculated as follows: Extended Price = Frequency of Service x Price per Week (for Group 2)

The extended pricing for purchase of parts will be calculated as follows:
Extended Price = Estimated Spend - (Estimated Spend x Percentage Discount)

The extended pricing for repair and emergency services will be calculated as follows: Extended Price = Estimated Hours x Hourly Rate

SECTION 2
SPECIAL CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

Extended pricing calculation for Group 3:

The extended pricing for purchase of detergents parts will be calculated as follows:
Extended Price = Estimated Quantities x Price Per Pound/Gallon

While the method of award prescribes the method for determining the lowest responsive, responsible Bidder per Group, the County will award each group to the designated lowest Bidder as the primary Bidder and will award each group to the designated second lowest Bidder as the secondary Bidder respectively. If the County exercises this right, the primary Bidder shall have the primary responsibility to initially perform the service identified in this contract. If the primary Bidder cannot perform, the County shall have the option to seek the identified services from the secondary Bidder.

2.4.1 Minimum Requirement for Groups 1, 2, 4 and 5:

A. The Bidder shall be regularly engaged in the business of preventive maintenance, parts & repairs for the vehicle wash facilities. One (1) reference shall be listed in the Bidder's submittal. The reference listed must be customers that are currently receiving or have received the services described in this solicitation from the Bidder in the past three (3) years. The reference must include the customer's company name, and the name, title, address, e-mail address, and telephone number of the contact person who can verify that the Bidder has successfully provided the services offered under this solicitation. The reference shall enable the County to ascertain that the Bidder has sufficient experience and expertise in the industry.

2.4.2 Minimum Requirements for Group 3:

A. The Bidder shall be regularly engaged in the business of providing detergents for the vehicle wash facilities. One (1) reference shall be listed in the Bidder's submittal. The reference listed must be customers that are currently receiving or have received from the Bidder in the past three (3) years the products described in this solicitation. The reference must include the customer's company name, and the name, title, address, e-mail, and telephone number of the contact person who can verify that the Bidder has successfully provided the services that the Bidder is offering under this solicitation.

B. The Bidder shall submit with its bid the Material Safety Data Sheet (MSDS) for the detergent they are offering. The MSDS shall clearly reflect the pH levels for its intended use as describe in Section 3.

The County may request from, and allow Bidders to, provide additional information to satisfy any of the above requirements during evaluation.

SECTION 2
SPECIAL CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.5 PRICE ADJUSTMENT

2.5.1 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON THE CONSUMER PRICE INDEX FOR GROUPS 1, 2, 4 and 5

Prices shall remain firm and fixed for a one-year period from the effective date of the Contract. Prior to the end of the initial one-year period and for each subsequent one year period thereafter, the County will review price adjustments based on the percentage change in the value of Consumer Price Index (CPI) Consumer Price Index All Items, Urban Wage Earners and Clerical Workers in the Greater Miami, Fort Lauderdale Area.

It is the awarded Bidder's responsibility to request the pricing adjustment under this provision. For any adjustment to commence on the first day of next twelve (12) month period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current twelve (12) month period. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the date of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded bidder if they are not in accordance with the above. This adjustment will be in lieu of any other price adjustment, such as an adjustment for changes in the living wage rates.

2.5.2 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED BASED ON THE PRODUCER PRICE INDEX FOR GROUP 3:

Prices shall remain firm and fixed for a one-year period from the effective date of the Contract. Thirty (30) days prior to the completion of each twelve (12) month period, the County will consider an adjustment to price based on Producer Price Index (PPI) for Series ID: PCU3256113256111 Item: Industry: Soap and other detergent manufacturing Product: Soaps and detergents, commercial, industrial, and institutional.

It is the awarded Bidder's responsibility to request the pricing adjustment under this provision. For any adjustment to commence on the first day of next twelve (12) month period, the request for adjustment should be submitted thirty (30) days prior to expiration of the then current twelve (12) month period. If no adjustment request is received, the County will assume that the awarded Bidder has agreed to the current prices.

The adjustment will be applied by calculating the percentage change (increase or decrease) between the index values effective on the first day of the twelve (12) month period and the most recent index available on the date of adjustment. Day of adjustment will be the last business day of the twelve (12) month period.

The County reserves the right to reject any price adjustments submitted by the awarded bidder if they are not in accordance with the above.

SECTION 2
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VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.6 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

The County shall provide periodic payments for services rendered by the awarded Bidder(s). In order for the County to provide payment, the awarded Bidder(s) shall submit a fully documented invoice that provides the basic information as stipulated in Section 1, paragraph 1.34 of the general terms and conditions.

2.7 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ana M. Rioseco, at (305) 375-4425 - email – ariosec@miamidade.gov

2.8 EXAMINATION OF VEHICLE WASH AND/OR WATER RECLAMATION SYSTEMS:

Prior to submitting its offer it is advisable that the Bidder visit the vehicle wash/water reclamation systems and become familiar with any conditions/requirements which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. To schedule examination, contact the person identified in Paragraph 2.7 above.

2.9 INDEMNIFICATION AND INSURANCE

Note: Insurance is required from the primary awarded Bidder for all groups except Group 3 (purchase of detergents only). Secondary awarded Bidder will be required to comply with insurance requirements at the time when it performs services under this contract.

Insurance coverage shall meet the requirements as stipulated in Section 1.21.

2.10 SHIPPING TERMS: F.O.B. DESTINATION (GROUP 3)

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

Public Works & Waste Management
3A Truck Wash Facility
18701 NE 6 Avenue
Miami, FL 33179

Public Works & Waste Management
3B Truck Wash Facility
8000 SW 107 Avenue
Miami, FL 33173

SECTION 2
SPECIAL CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.11 DELIVERY OF PARTS (GROUPS 1, 2, 4, & 5) AND DETERGENS FOR GROUP 3: SHALL BE WITHIN FOURTEEN (14) DAYS AFTER DATE OF ORDER

The awarded Bidder shall deliver parts/detergents within fourteen (14) calendar days after the order is placed by the County. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery is delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.12 BACK ORDERS: SHALL REQUIRE WRITTEN AUTHORIZATION

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established.

In the event that the primary Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from secondary Bidder or another vendor, and charge the primary Bidder for any difference in pricing and/or re-procurement costs. If the primary bidder fails to honor these charges, the County may terminate the contract for default.

2.13 EQUAL PRODUCT FOR GROUP 3 CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

Unless otherwise indicated, the manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement for the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.

2.13.1 This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

___X___: Material Safety Data Sheets/Product Information Sheets

2.13.2 Any “equal” product proposed to the County shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as material safety data sheets, factory specifications, standard manufacturer information sheets, catalogues, and/or brochures). All supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation.

Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

2.13.3 The County may require a sample of the "equal" items for evaluation, such items are to be provided at no cost to the County, and should be submitted to the County at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

2.13.4 All bidders are required to submit with their bid sufficient technical data to verify that its products are equal to the products listed in this solicitation; however, Miami Dade County may, at its sole discretion, allow the bidder to complete or supplement the information sheets during the bid evaluation period. Failure to provide sufficient information to allow the County to evaluate the bidder's products, as specified by the County, may result in the bidder's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the specifications and requirements and its decision shall be final.

The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidder's conformance to the requirements.

2.14 ADDITION/DELETION OF VEHICLE WASH/WATER RECLAMATION SYSTEMS

2.14.1 It is hereby agreed and understood that vehicle wash/water reclamation systems may be added or deleted within a group at the discretion of the County. If price for a new system is required for addition to existing group, the primary Bidder of the group will be invited to submit price quotes. If these quotes are determined to be fair and reasonable, then the system will be awarded to the primary Bidder.

2.14.2 Although this Solicitation is specific to County Departments, it is hereby agreed and understood that any other County department or agency may avail itself of this contract. In such cases, a County representative will contact all awarded Bidders to obtain a price quote. The County reserves the right to obtain price quotes for additional department from another source at the County's discretion.

2.15 COMPLIANCE WITH FEDERAL STANDARDS

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

SECTION 2
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VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.16 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER (APPLIES TO GROUPS 1, 2, 4, and 5)

The primary Bidder shall furnish all labor, material, and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.17 LEGAL REQUIREMENT FOR POLLUTION CONTROL

Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code is made a part of these specifications by reference and may be obtained by the Bidder from the County's Regulatory and Economic Resources Department (http://www.miamidade.gov/economy/) department at 701 NW 1st Court, Miami, Florida 33136, Telephone (305) 372-6907.

2.18 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER (APPLIES TO GROUPS 1, 2, 4, and 5)

The awarded Bidder shall promptly correct all apparent or latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded Bidder by the County's project administrator, who may confirm all such verbal reports in writing.

The awarded Bidder shall bear all costs of correcting such rejected work. If the awarded Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the awarded Bidder, in writing, that the awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within three calendar days of receipt of the notice. If the awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the awarded Bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the awarded bidder for these costs; either through a deduction from the final payment owed to the awarded Bidder or through invoicing. If the awarded Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.19 HOURLY RATES

2.19.1: Hourly Rate for Repairs

The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, material, equipment (provided by awarded Bidder), travel time, and any other element of cost or price.

SECTION 2
SPECIAL CONDITIONS

VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

2.19.2: Hourly Rate for Emergency Services (Section 3, Paragraph 3.9)

The hourly rate quoted shall be deemed to provide full compensation to the awarded Bidder for labor, material, equipment (provided by awarded Bidder), travel time, and any other element of cost or price.

2.20 MDAD EXEMPTION TO A CERTAIN CLAUSE (GROUP 5)

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Aviation Department. The following clause within this solicitation does not apply to that Department's allocation: Section 1 Paragraph 1.35 (County User Access Program - UAP).

2.21 LIVING WAGE

Services provided are covered by the Miami-Dade County's Living Wage Ordinance.

Please refer to Appendix A

SECTION 3
TECHNICAL SPECIFICATIONS
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

3.1 SCOPE OF WORK

3.1.1 The Miami-Dade County Public Works and Waste Management Department (PWWM) maintain and operate two (2) Truck Wash Systems. Each truck wash consists of an Atlantis Truck Wash System manufactured by Ryko Manufacturing Company and a water recycling system manufactured by Waste Water Management, Inc. Additionally, detergents purchased shall be suitable and adaptable to the existing dispensing mechanism.

The required work is divided into three groups for PWWM as follows:

Group I: Preventive Maintenance, Parts, and other services for the vehicle wash system

Group 2: Preventive Maintenance, Parts, and other services for the water reclamation systems

Group 3: Detergents

3.1.2 The Miami-Dade Transit (MDT) maintains and operates several wash systems.

Group 4: Preventive Maintenance, Parts, and other services for the wash systems

3.1.3 Miami-Dade Aviation Department (MDAD) maintains and operates NS Corporation Drive-Through Wash Systems.

Group 5: Preventive Maintenance, Parts, and other services

3.2 LOCATION, VEHICLE WASH SYSTEM DESCRIPTION AND BUSINESS HOURS OF OPERATIONS

The awarded bidder shall schedule all work required in advance to ensure a Site Manager or designated representative is present upon arrival and departure from County facilities. All work shall be done within the business hours as stipulated below.

3.2.1 Public Works Waste Management

a) 18701 NE 6 Ave (3A Truck Wash)

b) 8000 SW 107 Avenue (3B Truck Wash)

Monday, Tuesday, Thursday, Friday, 7:00AM until 5:30PM

3.2.2 Miami-Dade Transit

a) 3295 NW 31 Street, Central O & I Garage

(1) Two lane Hybrid vehicle wash systems which includes a chemical side and rear application arches, high-pressure front spray, side brushes, roof miter, pre-rinse arch and R/O (Reverse Osmosis) rinse arch.

b) 6601 NW 72 Avenue, Lehman Rail Facility
(1) Train Wash System

c) 50 NE 15th Street, Metro Mover School Board Station
(1) Gantry Wash System

d) 2775 SW 74th Avenue, Coral Way Bus Facility
(2) Transit Bus Wash Systems including: Prep Unit and Reclaim Systems

e) 360 NE 185th Street, North East Garage

(1) Two lane Hybrid vehicle wash systems which includes a chemical side and rear application arches, high-pressure front spray, side brushes, roof miter, pre-rinse arch and (R/O) rinse arch.

Monday through Friday, 6:00AM until 5:00PM

3.2.3 Miami-Dade Aviation Department

a) 4331 NW 22 Avenue, Maintenance Building # 3080

The vehicle wash system located at this address is a dual installation vehicle wash facility. One side provides vehicle wash for trucks and buses only, while the other side is set up to provide vehicle wash for cars and vans only.

b) 66th Avenue and 22nd Street, Waste Transfer Station Building #728

The vehicle wash system located at this address is a single installation vehicle wash facility for trucks and buses only.

Monday through Friday, 6:00AM until 3:00PM

3.3 SERVICES FOR GROUP 1 - PWWM

3.3.1 MONTHLY PREVENTIVE MAINTENANCE

The awarded Bidder shall provide monthly preventive maintenance services to the vehicle wash system to include the air compressor and water softener connected to the system. The Atlantis equipment shall be maintained according to the manufacturer's (Ryko's) 19 Point Inspection List listed below:

1. Tighten all cover screws.
2. Check wheels and track for extreme or improper wear.
3. Check all bolt for tightness.
4. Check rubber bumpers and stops for tightness. Tighten if required.
5. Check all gantry mounted air, water and power lines for abrasions, cracks or over tight ties.
6. Check gantry mounted nozzles for proper alignment and function.
7. Check airlines, regulators and solenoids for leaks. Check air cylinder for proper operation.
8. Check additive system filters.
9. Check for loose or burned wires in Control Panel.

10. Run the machine through several cycles and check general operation.
11. Lubricate gantry wheel bearings and carriage chains.
12. Lubricate all pneumatic air cylinder swivel joints and replace worn pins if necessary.
13. Insure all lights are functional in Stop & Go Instructional sign.
14. Check the remote activation devise for correct operation.
15. Check the pressure on all regulators.
16. Verify settings on detergent and rinse dispensing pumps.
17. Check detergent tank levels to establish re-order intervals.
18. Check all supply lines for air, water and/or chemical leaks.
19. Submit monthly inspection reports and identify all items requiring immediate action.

The monthly preventive maintenance service for the Air Compressor and Water Softener will include the following:

1. Change the oil and filter of the air compressor.
2. Add the required quantity of water softener evaporated salt to the water softener. County site manager or designee may request additional bags of salt as needed.
3. Unclog all nozzles.

3.3.2 PURCHASE OF PARTS

Original equipment manufactured parts (OEM) shall be priced in accordance with the OEM catalog prices less a percentage discount offered by the awarded bidder. Part purchase may include but not limited to the following:

1. pump stands
2. reclaim suction line kit
3. control box
4. program module
5. chemical pumps
6. chemical control console
7. wash bay terminal box
8. track pipe
9. taglines
10. guide rails
11. filters
12. valves, and all other valves within the system (truck wash equipment, compressors and water softener system).

3.3.3 REPAIR SERVICES

A list of recommended repairs, cost estimate, and expected date/time of completion shall be submitted for approval by the County. Upon receipt of approval of the proposal by the County, repairs shall be completed within forty-eight (48) hours or the timeframe agreed by both parties.

3.4 SERVICES FOR GROUP 2 - PWWM

3.4.1 WEEKLY PREVENTIVE MAINTENANCE

The awarded Bidder shall provide weekly preventive maintenance services to the water reclamation systems. The water reclamation systems shall be physically cleaned and washed inside of all reclaim tanks, including all materials, pressure washer and detergents.

The weekly preventive maintenance service shall include, but not limited to:

1. Visually inspecting and/or operating the following equipment:

    a. Ozone equipment
    b. Ozone pumps
    c. Submersible pumps
    d. Pumps inside each reclaim tank
    e. Fresh water intake system

2. Ensure all control panels are operating
3. Clean and replace filters
4. Verify proper tank sediment evacuation pump operation
5. Check level of sediment in tanks
6. Depth of sediment in tank #1 and #2 must remain below 18 inches
7. Visually inspect all system components
8. Check sump pit dual sump pump operation
9. Check and clean ozone in-line filter
10. Check and adjust the pH of water in the tanks (pH must remain between 6.5” to 8.0”)
11. Check float switch levels and adjust as necessary
12. Check and clean all other water recycling system filters

3.5 PURCHASE OF PARTS

Original equipment manufactured parts (OEM) shall be priced in accordance with the OEM catalog prices less a percentage discount offered by the awarded bidder.

The following is a parts list that may be purchased for the water reclamation system:

1. Miscellaneous – gaskets, seals and/or fittings
2. Miscellaneous – straps, clamps, screws, glue, contact cement, etc.
3. PVC Pipe fittings Couplings
4. Elbows, 90’s, Plugs, Caps, PVC (Polyvinyl Chloride) Valves, etc.
5. PVC Pipe, SCH (Schedule) 80
6. Batteries (One 1.5 volt alkaline batteries are used for supporting the Uninterrupted Power Supply {UPS})
7. Seal /gasket kit
8. Tank Bulkhead Fittings
9. Butterfly Valve
10. Corona Discharge Generator 8
11. Ozone Injector Assembly By-Pass
12. 2” Brass Ball Valve
13. Flow Switch

14. Backflow Preventer Assembly
15. Oxygen Concentrator
16. HP (Horse Power) Goulds Pump
17. 2" Inline "Y" Strainer Filter
18. Reaction Chamber, Corona Discharge
19. Ozone transformer 110v (volts)
20. 1-1/2" Mazzie Injector
21. Impeller
22. 3" Brass check Valve
23. Transformer 240va (volt amps) - Hv (high voltage) 10kv (Kilo Volt)
24. Exhaust Fan
25. Relay time delay
26. Contractor/overload Assembly 1 HP
27. 10 A Circuit Breakers
28. 30 A Circuit Breakers
29. Delay Relay
30. Resistor
31. Switch Assembly Combo Unit
32. 24v Panel Bulbs Panel Indicator
33. Disconnect Switch
34. 24v Transformer
35. 120v Transformer
36. Pump Float Switch Normally Open
37. Switch 2 position mount
38. Switch 2 position maintenance
39. Switch 3 position
40. Float switch extra Heavy Duty
41. Timer 6-station
42. Relay 24v
43. Multi-Functional timer
44. Contractor /Overload Assembly 10hp
45. Signal Horn
46. Miscellaneous Wiring
47. Pump seal kit
48. 5hp lift station pump
49. Ebara ½ HP sump pump
50. Stainless Steel Dual Basket Filter System (part no. M/N BBHP-2 stainless steel cabinet), complete with bypass manifold and stainless steel inner basket

3.5.1 REPAIR SERVICES

A list of recommended repairs, cost estimate, and expected date/time of completion shall be submitted for approval by the County. Upon receipt of approval of the proposal by the County, repairs shall be completed within forty-eight (48) hours or the timeframe agreed by both parties.

3.6 SERVICES FOR GROUP 3 - PWWM

3.6.1 DETERGENTS FOR THE ATLANTIS VEHICLE WASH FACILITIES

This group is for the purchase of detergents. County staff will be responsible for dispensing delivered detergents. The brand names/model numbers are listed below or an equal product (See Section 2, paragraph 2.13):

Detergent #	Brand Name	Description	Product Number
Detergent 1	King-Pin Powder	Premium Heavy Duty Large Vehicle and Equipment Cleaner (Moderate foaming caustic powder)	Product # M81
Detergent 2	Z-Maxx Shampoo	Concentrated Carwash Shampoo with Foamaxx Technology.	Product # M932
Detergent 3	Zep Low pH Vehicle Presoak (XT-2496)	High Foaming economical low pH presoak. Can be used in cloth and touch-free wash or can be used in a single step or two-step cleaning process.	Product # 8983
Detergent 4	Zep Formula 75	Rinse Agent	Product # 0587

3.6.2 Current Washing Procedure:

A. The wash facilities operate on a two-step detergent system, consisting of three (3) detergent types and a drying agent. Detergent No. 1 is a powdered high pH (the pH will be between 12.2 – 12.6 in a solution of 1:100) alkaline Chemical. It is mixed with water and is contained in detergent drum number one. Detergent No. 2 is a surfactant and is contained in the second detergent drum. Detergent No. 3 is a low pH compound and is contained in the third detergent drum.

B. During the step 1 operation, detergents number 1 and 2 are pumped and mixed as they come out of their respective containers and are sprayed over the truck to be washed. In step 2, detergent number 3 is pumped and sprayed over the first two detergents mix. The vehicle is washed with recycle water and sprayed under high pressure (touch less). After the detergents are washed off, a drying agent is sprayed as a final step and the truck wash completes its wash cycle.

C. This system does not have a drying cycle. The drying agent is to expedite the natural drying process. It is estimated that eighteen (18) percent of detergents are mixed with eighty-two (82) percent of water. Most of water used in washing the vehicles is recycled through the Water Reclamation System previously described in paragraph 3.4. Fresh water is used only to replenish the water loss due to evaporation and/or overflow.

3.6.3 The Detergent Specifications:

A. The vehicle wash facilities are built and structured for the two-step system as described above in paragraph 3.6.1. The detergents specified in paragraph 3.6 consist of a two-step detergent application and a drying agent that will deliver powerful automatic cleaning performance to the vehicles. The detergents shall automatically mix, using the current mechanism of the washing facilities to specially formulated detergents on-site using water provided by the Department.

B. As per Miami-Dade Department of Regulatory and Economic Resources (RER), the formulated detergent must not contain any solvent or degreaser. The active ingredients shall be delivered without the need for fillers or binders. The detergent (the mixed compound) shall not consist of any harsh chemical ingredients for cleaning; only large quantities of the best proven cleaners shall be applied to vehicles allowing the detergent to clean gently and effectively. All detergents, including the drying agent, shall be adaptable to the existing vehicle wash systems without any mechanical changes or alterations.

3.7 SERVICES FOR GROUP 4 - MDT

3.7.1 MONTHLY PREVENTATIVE MAINTENANCE

The monthly preventive maintenance service for the Bus wash shall include, but not limited to the following:

A. Chemical Holding Tank

1. Inspect chemical tank for leaks
2. Inspect tank feed lines for leaks, clogged heads or binds
3. Note soap level

B. Water Holding Tanks

1. Inspect tanks, bulkhead fittings and connections for leaks
2. Inspect all float switches

C. Primary Water Holding Tank

1. Inspect R/O supply line

D. Reclaim System

1. Inspect suction and discharge lines to pumps for leaks and cracks
2. Inspect and make sure cyclonic separator is not clogged
3. Manually start pumps and test for proper operation
4. Lubricate pump bearings as necessary

SECTION 3
TECHNICAL SPECIFICATIONS
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

E. Water Heater

1. Inspect all piping and connections for leaks
2. Check temperature setting is less than 110 degrees
3. Inspect by-pass valves make sure they are positioned correctly

F. Water Softener & Carbon Filter

1. Inspect all connections for leaks or damage
2. Note salt level. Add when necessary.
3. Inspect softener heads for leaks

G. Reclaim Pumps

1. Check for leaks in piping, and inspect pumps and motors for cracks or damage
2. Inspect pump seals for condition and leaks
3. Listen for bearing noise, if any, and indicate worn bearing
4. Lubricate as necessary
5. Inspect shaft alignment on motor/pump

H. Chemical Pumps

1. Inspect pumps for cracks and noticeable damage
2. Inspect settings 40 to 1 for the side and 30 to 1 for the rear sprays
3. Inspect pump seals for condition and leaks

I. Booster Pumps

1. Check for leaks in piping, inspect pumps and motors for cracks or damage
2 Inspect pump seals for condition and leaks
3. Listen for bearing noise, if any, indicate worn bearing
4. Lubricate as necessary
5. Inspect shaft alignment on motor/pump

J. High Pressure Pumps

1. Check for leaks in piping, inspect pumps and motors for cracks or damage
2. Inspect pump seals for condition and leaks
3. Listen for bearing noise, if any, indicate worn bearing
4. Lubricate as necessary
5. Manually start pump/motor and check overall operation

K. Air Compressor

1. Inspect for proper operation and overall condition
2. Check oil level
3. Inspect tension and condition of belt
4. Inspect all air lines for leaks
5. Check condensation, manually activate auto drain, and check for proper operation

SECTION 3
TECHNICAL SPECIFICATIONS
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

L. Chemical Rinse Line

1. Inspect entire assembly for leaks, cracks or damage
2. Purge chemical filters
3. Check for proper water pressure 40 - 60 PSI
4. Make sure all valves are in correct position
5. Inspect all solenoid valves for leaks and proper operation
6. Check soap lines, prime if necessary

M. Reverse Osmosis (R/O) System

1. Inspect intake and discharge lines to pumps for leaks or cracks
2. Manually start system and test for operations, check for leaks
3. Lubricate pumps as necessary
4. Adjust RO System as necessary {refer to O & M Manual (Operation & Maintenance)}
5. Change filters as necessary

N. Pits

1. Visually inspect grating for damage
2. Inspect float switches in pit for proper location and operation
3. Measure sediment levels

O. Chemical Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

P. High Pressure System

1. Inspect all nozzles for wear and performance
2. Inspect all piping for leaks, cracks or damage
3. Inspect all mounting hardware for tightness and/or damage
4. Manually run arch and check for proper operation
5. Inspect all coax valves for leaks

Q. Rinse Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

R. RO Rinse Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

S. Photo Eyes

1. Inspect all mounting hardware for tightness and damage
2. Check for proper alignment of each unit
3. Clean lenses

T. Brush Module

1. Inspect brushes for broken or missing parts
2. Inspect all mounting hardware for tightness and or damage
3. Inspect nozzle assemblies and all pipe work for leaks and damage
4. Lubricate bearings, two per brush
5. Check all brush motor-gearbox for shaft alignment
6. Check oil levels on all gearboxes
7. Manually run brushes and check for proper operation
8. Drain, flush, clean and refill all speed reducer gearboxes SAE 140 oil (not to be over-filled)

U. Tire Guides

1. Inspect all mounting hardware for tightness and/or damage
2. Check all guide joints for wear and or damage

V. Skid Plates

1. Inspect all mounting hardware for tightness and or damage

W. Screw Pumps

1. Check for leaks in piping, inspect pumps and motors for cracks or damage
2. Manually start pump/motor and check overall operation
3. Inspect by-pass valves make sure they are positioned correctly
4. Inspect all mounting hardware for tightness and or damage

X. Miscellaneous

1. Master Control Panels: Inspect to ensure proper door seal. Check panel for noticeable damage
2. Overhead Lights: Check all overhead lights for proper illumination
3. Enter/Exit Lights: Check all lights for proper illumination
4. Check all roll up doors and windows for proper operation, lubricate as necessary
5. Check all standard doors for proper operation.
6. Clean all pits and trench drains

SECTION 3
TECHNICAL SPECIFICATIONS
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

3.7.2 The monthly preventive maintenance service for the Train/Mover wash shall include, but not limited to the following:

A. Chemical Holding Tank

1. Inspect chemical tank for leaks
2. Inspect tank feed lines for leaks, clogged heads or binds
3. Note soap level

B. Water Holding Tanks

1. Inspect tanks, bulkhead fittings and connections for leaks
2. Inspect all float switches

C. Water Heater

1. Inspect all piping and connections for leaks
2. Check temperature setting is less than 110 degrees
3. Inspect by-pass valves make sure they are positioned correctly

D. Water Softener & Carbon Filter

1. Inspect all connections for leaks or damage
2. Note salt level. Add when necessary.
3. Inspect softener heads for leaks

E. Chemical Pumps

1. Inspect pumps for cracks and noticeable damage
2. Inspect settings 40 to 1 for the side and 30 to 1 for the rear sprays
3. Inspect pump seals for condition and leaks

F. Chemical Rinse Line

1. Inspect entire assembly for leaks, cracks or damage
2. Purge chemical filters
3. Check for proper water pressure 40 - 60 PSI
4. Make sure all valves are in correct position
5. Inspect all solenoid valves for leaks and proper operation
6. Check soap lines, prime if necessary

G. Reverse Osmosis (R/O) System

1. Inspect intake and discharge lines to pumps for leaks or cracks
2. Manually start system and test for operations, check for leaks
3. Lubricate pumps as necessary
4. Adjust RO System as necessary {refer to O & M Manual (Operation & Maintenance)}
5. Change filters as necessary

SECTION 3
TECHNICAL SPECIFICATIONS
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

H. Chemical Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

I. Rinse Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

J. R/O Rinse Arch

1. Inspect all pipe work for leaks and damage
2. Inspect all mounting hardware for tightness and damage
3. Inspect all nozzle assemblies for proper spray, leaks and damage
4. Manually run arches and check for proper operation

K. Photo Eyes

1. Inspect all mounting hardware for tightness and damage
2. Check for proper alignment of each unit
3. Clean lenses

L. Brush Module

1. Inspect brushes for broken or missing parts
2. Inspect all mounting hardware for tightness and or damage
3. Inspect nozzle assemblies and all pipe work for leaks and damage
4. Lubricate bearings, two per brush
5. Check all brush motor-gearbox for shaft alignment
6. Check oil levels on all gearboxes
7. Manually run brushes and check for proper operation
8. Drain, flush, clean and refill all speed reducer gearboxes SAE 140 oil (not to be over-filled)

M. Miscellaneous

1. Check door latches at control panel for tightness.
2. Drain filter bowl on filter regulators.
3. Check lubricator oil level.
4. Inspect and clean air solenoid valve.
5. Grease and inspect gantry (if applicable)
6. Check air relief valve adjustment, (if applicable).
7. Test and inspect gantry operation, (if applicable)
8. Inspect and clean spray nozzles.
9. Test and inspect gantry pneumatics, chemical and water dispensing (if applicable).

10. Run train through to test washer operation.
11. Check brush drive gear reducer oil level, inspect seals for leaks.
12. Inspect brush drive gear reducer oil seals.
13. Grease brush drive bearings.
14. Grease and inspect air cylinder flange bearings.
15. Check grease pump, grease level. (if applicable).
16. Check alignment and condition of Hip & dangle switches and rods.
17. Realign brush drive gear reducer shafts.
18. Inspect and clean brush drive gear reducer vent.
19. Inspect flex brush drive coupling for wear. Check wear on brushes, note if replacement is needed.
20. Wash filter regulator element.
21. Inspect and clean drain siphon unit check valve.
22. Inspect and clean tubing connections.
23. Check soap feed pumps for priming and operation.
24. Check levels of soap and cleaner in tanks, refill if necessary.
25. Clean all pits and trench drains

3.7.3 PARTS AND REPAIRS

a) Parts ordered by MDT or used by the awarded Bidder for repairs shall be warranted as new. The awarded Bidder shall guarantee these parts for a period of ninety (90) days and replace such parts, if failing, defective, etc, during this period at no additional cost to the County.

b) A list of recommended repairs, cost estimate, and expected date/time of completion shall be submitted for approval by the County. Upon receipt of approval of the proposal by the County, repairs shall be completed within the timeframe agreed by both parties.

3.8 SERVICES FOR GROUP 5 - MDAD

3.8.1 MONTHLY PREVENTATIVE MAINTENANCE

The preventive maintenance for truck and bus wash systems shall be inclusive of adjustments, cleaning, and inspection. The awarded Bidder shall:

a. Perform preventive maintenance in accordance with the original equipment manufacturer's recommendations; secure the safety of the users of the equipment, and of employees in the surrounding areas.

b. Document and advise the County's Site Manager and/or designated representative in writing after each monthly service with details of problems found.

3.8.2 Maintenance Service shall include the following:

1. Grease all bearings
2. Clean all filters
3. Clean pi screen
4. Remove trash from bays
5. Clean sub-pump screen

6. Hose bays
7. Check and adjust brush tension
8. Check bearings for wear
9. Re-adjust (tighten) all bolts on guide rails and machine parts
10. Check start hose and switch
11. Check couplings for wear
12. Check all seats on gear reducer motor
13. Check electric motors for broken wires and winding
14. Clean and inspect nozzles
15. Check motor couplers
16. Replace gear oil every six (6) months (awarded bidder to provide oil)
17. Grease and inspect arms and service air compressor
18. Clean and maintain vacuums

3.8.3 PARTS AND REPAIRS

a) Original equipment manufactured parts (OEM), shall be priced in accordance with the awarded Bidder's OEM catalog prices less a percentage to be included on the original bid proposal form.

b) A list of recommended repairs, cost estimate, and expected date/time of completion shall be submitted for approval by the County. Upon receipt of approval of the proposal by the County, repairs shall be completed within the timeframe agreed by both parties.

3.9 EMERGENCY SERVICES (APPLIES TO GROUPS 1, 2, 4, and 5)

An emergency is an unexpected situation or sudden occurrence in which the existing system becomes inoperable. Such situation/occurrence may require immediate action and response by the primary awarded Bidder. The awarded Bidder shall provide 24 hours, 7 days a week emergency service to the County under the contract. Emergency service response time (defined as the time from notification by the County to arrival on-site) shall be within 3 hours after notification by the County.

The County reserves the right to use the secondary Bidder should the primary fail to respond and perform the emergency service in accordance with the terms and conditions of the contract. Failure of any Bidder to perform in accordance with the terms and conditions of the contract may result in the awarded Bidder being deemed in breach of contract. The County may terminate the contract for default and charge the Bidder re-procurement costs, if applicable.

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 27, 2013

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

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

Issued by: A. Rioseco	ISD/PM	Date Issued: **November 8, 2013**	This Bid Submittal Consists of Pages **24** through **33** Plus Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

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

A Performance Bond in the amount of **N/A** 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 CODES: **928-93, 075-19, 075-49, 485-36 & 505-30**

Procurement Contracting Officer: **Ana Rioseco**

FIRM NAME _____

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

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

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 1 - PWWM

CHECKLIST FOR REQUIRED ATTACHEMENTS:

Refer to the details in Section 2, Paragraphs 2.4

Pursuant to Section 2, Paragraph 2.4.1.A; provide one business reference by completing the information below.	Please initial below as completed:
Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Phone Number: _____ E-mail Address: _____	_____

FURNISH AND DELIVER IN ACCORDANCE WITH THE SOLICITATION'S TERMS, CONDITIONS, AND SPECIFICATIONS:

GROUP 1	PREVENTIVE MAINTENANCE, PARTS, AND OTHER SERVICES FOR VEHICLE WASH SYSTEMS-PWWM		
PREVENTATIVE MAINTENANCE			
Item Number	**Description**	**Frequency of Service**	**Price Per Month**
1	Monthly Preventive Maintenance for vehicle wash system (See Section 3, Paragraph 3.2.1.a for location)	36	$ -
2	Monthly Preventive Maintenance for vehicle wash system (See Section 3, Paragraph 3.2.1.b for location)	36	$ -
PURCHASE OF PARTS			
Item Number	**Description**	**Estimated Spend On Parts**	**Percentage Discount**
3	Percentage (%) Discount Off of OEM Parts **NOTE**: If a Bidder does not offer a numeric value for this line item, the County will take this as the Bidder offering a 0% discount.	$ 15,000.00	
REPAIRS			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
4	Repair Services (Paragraph 2.19.1)	600	$ -
EMERGENCY SERVICE			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
5	Emergency Services (Paragraph 2.19.2)	75	$ -

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 2 - PWWM

CHECKLIST FOR REQUIRED ATTACHEMENTS:

Refer to the details in Section 2, Paragraphs 2.4

Pursuant to Section 2, Paragraph 2.4.1.A; provide one business reference by completing the information below.	Please initial below as completed:
Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Phone Number: _____ E-mail Address: _____	_____

FURNISH AND DELIVER IN ACCORDANCE WITH THE SOLICITATION'S TERMS, CONDITIONS, AND SPECIFICATIONS:

GROUP 2	PREVENTIVE MAINTENANCE, PARTS, AND OTHER SERVICES FOR WATER RECLAMATION SYSTEMS- PWWM		
PREVENTATIVE MAINTENANCE			
Item Number	**Description**	**Frequency of Service**	**Price Per Week**
1	Weekly Preventive Maintenance for water reclamation system (See Section 3, Paragraph 3.2.1.a for location)	156	$ -
2	Weekly Preventive Maintenance for water reclamation system (See Section 3, Paragraph 3.2.1.b for location)	156	$ -
PURCHASE OF PARTS			
Item Number	**Description**	**Estimated Spend On Parts**	**Percentage Discount**
3	Percentage (%) Discount Off of OEM Parts **NOTE**: If a Bidder does not offer a numeric value for this line item, the County will take this as the Bidder offering a 0% discount.	$ 9,000.00	
REPAIRS			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
4	Repair Services (Paragraph 2.19.1)	300	$ -
EMERGENCY SERVICE			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
5	Emergency Services (Paragraph 2.19.2)	75	$ -

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 3 - PWWM

CHECKLIST FOR REQUIRED ATTACHEMENTS:

This checklist must be completed by all Bidders.

Refer to the details in Section 2, Paragraphs 2.4

Pursuant to Section 2, Paragraph 2.4.2.A; provide one business reference by completing the information below.	Please initial below as completed:
Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Phone Number: _____ E-mail Address: _____	_____
Pursuant to Section 2, Paragraph 2.4.2.B; provide the Material Safety Data Sheet (MSDS) for detergents offered.	_____

FURNISH AND DELIVER IN ACCORDANCE WITH THE SOLICITATION'S TERMS, CONDITIONS, AND SPECIFICATIONS:

GROUP 3	DETERGENTS FOR PWWM			
Item Number	Description	Brand Name/Product Number Offered	Estimated Quantities	Price Per Pound/Gallon
1	King-Pin Powder Product # M81 or equal product		30,000 lbs	$_____/lb
2	Z-Maxx Shampoo Product # M932 or equal product		1,350 gals	$_____/gal
3	Zep Low pH Product # 8983 or equal product		3,000 gals	$_____/gal
4	Zep Formula 75 Product # 0587 or equal product		600 gals	$_____/gal

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 4 - MDT

CHECKLIST FOR REQUIRED ATTACHEMENTS:

Refer to the details in Section 2, Paragraphs 2.4

Pursuant to Section 2, Paragraph 2.4.1.A; provide one business reference by completing the information below.	Please initial below as completed:
Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Phone Number: _____ E-mail Address: _____	_____

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 4 - MDT

FURNISH AND DELIVER IN ACCORDANCE WITH THE SOLICITATION'S TERMS, CONDITIONS, AND SPECIFICATIONS:

GROUP 4	PREVENTIVE MAINTENANCE, PARTS, AND OTHER SERVICES FOR WASH SYSTEMS - MDT		
PREVENTATIVE MAINTENANCE			
Item Number	Description	Frequency of Service	Price Per Month
1	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.2.a for location)	36	$ -
2	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.2.b for location)	36	$ -
3	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.2.c for location)	36	$ -
4	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.2.d for location)	36	$ -
5	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.2.e for location)	36	$ -
REPAIRS			
Item Number	Description	Estimated Hours	Hourly Rate
6	Repair Services (Paragraph 2.19.1)	2400	$ -
EMERGENCY SERVICE			
Item Number	Description	Estimated Hours	Hourly Rate
7	Emergency Services (Paragraph 2.19.2)	300	$ -

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

FIRM NAME: _____

GROUP 5 - MDAD

CHECKLIST FOR REQUIRED ATTACHEMENTS:

Refer to the details in Section 2, Paragraphs 2.4

CHECKLIST REMINDER FOR GROUP 5 Pursuant to Section 2, Paragraph 2.4.1.A; provide one business reference by completing the information below.	Please initial below as completed:
Company Name: _____ Contact Person's Name: _____ Contact Person's Title: _____ Phone Number: _____ E-mail Address: _____	_____

FURNISH AND DELIVER IN ACCORDANCE WITH THE SOLICITATION'S TERMS, CONDITIONS, AND SPECIFICATIONS:

GROUP 5	PREVENTIVE MAINTENANCE, PARTS, AND OTHER SERVICES FOR WASH SYSTEMS - MDAD		
PREVENTATIVE MAINTENANCE			
Item Number	**Description**	**Frequency of Service**	**Price Per Month**
1	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.3.a for location)	36	$ -
2	Monthly Preventive Maintenance (Section 3, Paragraph 3.2.3.b for location)	36	$ -
PURCHASE OF PARTS			
Item Number	**Description**	**Estimated Spend On Parts**	**Percentage Discount**
3	Percentage (%) Discount Off of OEM Parts **NOTE**: If a Bidder does not offer a numeric value for this line item, the County will take this as the Bidder offering a 0% discount.	$ 19,500.00	
REPAIRS			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
4	Repair Services (Paragraph 2.19.1)	48	$ -
EMERGENCY SERVICE			
Item Number	**Description**	**Estimated Hours**	**Hourly Rate**
5	Emergency Services (Paragraph 2.19.2)	36	$ -

SECTION 4
BID SUBMITTAL FOR:
VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW 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: VEHICLE WASH DETERGENTS, PREVENTIVE MAINTENANCE, SERVICE AND REPAIRS

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

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

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

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

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

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

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

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

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

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

BID SUBMITTAL FORM

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

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

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. __/__-__/__/__/__/__/__/__

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

Signature: _____ (**Signature of authorized agent**)

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

Print Name: _____ Title: _____

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

APPENDIX

AFFIDAVITS

FORMAL BIDS

Miami-Dade County
Internal Services Department
Procurement Management Division

Affirmation of Vendor Affidavits

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

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Section 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Section 2-8.1.2(b) f the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Section 2-8.9 of the County Code*
5.	***Miami-Dade County Debarment Disclosure*** *Section 10.38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60 11A-67 of the County Code*

_____ Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant

_____ Name of Firm _____ Date

_____ Address of Firm _____ State _____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

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

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____ Signature of Notary Public _____ Serial Number

_____ Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal

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
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____

Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10-34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $10,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. The bidder/respondent who is awarded this bid/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. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-58, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder/respondent to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to provide all such data in which that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

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

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/ Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			Gender		Race/Ethnicity						Gender		Race/Ethnicity					
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Aleutian	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Aleutian	Other

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

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

_____ _____ _____ _____

Signature of Bidder/Respondent **Print Name** **Print Title** **Date**

APPENDIX A

MIAMI-DADE COUNTY LIVING WAGES SUPPLEMENTAL GENERAL CONDITION

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit, lease, or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid or executing a contract pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Sanctions; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. Administrative hearing officer means a person designated by the County Manager to hold administrative hearings on complaints of practices prohibited by this Administrative Order.

B. Applicable department means the County department(s) using the service contract.

C. Complaint means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Code, implementing Administrative Order. No. 3-20 and these Supplemental General Conditions.

D. Compliance officer means the Director of the Department of Small Business Development (SBD) or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.

E. Contract means an agreement for services covered by the Living Wage Code involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

F. Contracting officer means the County and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. County means the government of Miami-Dade County or the Public Health Trust.

H. Covered employee means anyone employed by any service contractor, as further defined in the Code , either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services.

J. Covered services are any one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;
(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services provided at Miami-Dade County Aviation facilities: Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
(vii) Janitorial Services;

(viii) Delayed Baggage Services;
(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
(xi) In warehouse cargo handlers.

K. Debar means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time pursuant to section 10-38 of the Code of Miami-Dade County.

L. Living wage means the minimum hourly pay rate with or without a health benefits in effect for the fiscal year I which the work is performed.

M. Living Wage Commission means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage, reviewing certifications submitted by covered employers to the County to include, reviewing complaints filed by employees and making recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

N. Project manager means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

O. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the service contractor is paid in whole or in part from one (1) or more of the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;

(2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or,

(3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami-Dade County Aviation Department facility including at Miami International Airport pursuant to a permit, lease agreement or otherwise.

2. **MINIMUM WAGES, HEALTH BENEFIT PLANS AND POSTING OF INFORMATION**

A. The Living Wage rate and Notice can be obtained from the Department of Small Business Development at 305-375-3111 or on the web at www.miamidade.gov/sba/living_wage_poster.asp.

All covered employees providing covered services shall be paid not less than the living wage rate in effect for the fiscal year in which the work is performed. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan for employees and, if applicable, their dependents in accordance with the current rate for the given year.
Proof of the provision of such a health benefit plan must be submitted to the compliance officer to qualify for the wage rate for employees with a health benefit plan.

B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require

additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan, then the service contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of complying with the living wage shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.

To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:

1. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire, if the Covered Employer has taken the necessary steps to effectuate coverage for such employee.

2. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.

C. The Living Wage rate is annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. .

D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

E. Covered employers must post a copy of the Living Wage rate notice issued by the County in a visible place on the site where such contract work is being performed and shall be supplied to the employee within a reasonable time after a request to do so. Covered employers are also required to print the following statements on the front of the covered employee's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole.

F. Covered employers must refrain from terminating, reducing the compensation, or otherwise discriminating against an employee performing work on the contract even though a complaint of practices has been made by the employee or other investigative or enforcement action is being taken regarding such service contractor.

3. **LIABILITY FOR UNPAID WAGES; SANCTIONS; WITHHOLDING**

A. Liability for Unpaid Wages: Covered employers found to be in violation of the Living Wage requirements shall be required to pay wage restitution to the affected employee(s) within thirty (30) days of the finding of non-compliance. Request for appeals of violations must be filed in writing with the compliance officer within thirty (30) days of receipt of the violation.

B. Sanctions: In addition to payment of wage restitution to affected employee(s), the Compliance Officer may also sanction the service contractor for violations in at least one (1) of the following additional ways:

1. Penalties payable to the County in an amount equal to 10% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 20% for the second instance; and for the third and

successive instances 30% of the amount of underpayment. A fourth violation shall constitute a default of the contract where the underpayment occurred and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray costs of administering the Living Wage provisions.

2. The sum of up to five hundred dollars ($500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter;
3. Suspend payment or terminate payment under the contract or terminate the contract with the service contractor;
4. If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter;
5. In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars ($500.00) per week for each week in which the violation remains outstanding.
6. A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
7. All such sanctions recommended or imposed shall be a matter of public record.
8. All unpaid sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes §55.03.
9. A service contractor found to have retaliated or discriminated against a covered employee shall be ordered to pay restitution and reinstate the discharged employee with back pay to the date of the violation and may be imposed a sanction as specified in this section.

C. Withholding: The County may withhold from the covered employer accrued payments as may be considered necessary to pay employees of the covered employer or any subcontractor for the performance of the contract work, the difference between the hourly living wage rate plus, if applicable, health benefits required to be paid by the covered employer to the employees on the contract and the amounts received by such employee and an amount equal to the employers contribution for applicable payroll taxes. Where violations have been found and upheld, the covered employer or their agents shall not be entitled to refunds of the amounts withheld in the event the covered employer has failed to properly reimburse employees, and these funds may be remitted to the employees by the County with amounts for federal withholding and other taxes remitted to the appropriate agencies as required by federal law.

4. **PAYROLL; RECORDS; REPORTING**

A. Covered employers are required to keep, produce upon request, and allow access to, for a period of three (3) years from the expiration, suspension or termination date of the contract subject to this Administrative Order, accurate written records signed under oath as true and correct showing:

a. the name, address, social security number, job title, and classification of each covered employee performing covered services on a contract;
b. the number of hours worked each day by each covered employee;
c. For each covered employee, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; a record of health benefit payments, including contributions to approved plans; and,
d. any other data or information the Living Wage Commission or the County should require.

B. The covered employer shall submit to the applicable department, every six (6) months, a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

C. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for sanctions as outlined in Section III. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision. The prime service contractor will be responsible for compliance by all subcontractors. In the event of non-payment or underpayment of the required wages, the prime service contractor shall be liable to the underpaid employees of the subcontractor for the amount of each underpayment.

6. **PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
2) The penalties assessed;
3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

F. Upon completion of the administrative hearing, the Administrative Hearing Officer shall submit written findings and recommendations together with a transcript and exhibits of the administrative hearing, to the County Manager or his/her designee within thirty (30) days of the receipt of the transcript.

G. If the County Manager or his/her designee determines a covered employer failed to comply with the provisions of the Code the non-complying covered employer and the principal owners and/or qualifying agent thereof may, in addition to any sanctions imposed pursuant to the Code and included in Section III of the Supplemental General Conditions, be prohibited from bidding on or otherwise participating in County contracts for a specified period of time pursuant to Section 10-38 of the Code of Miami-Dade County.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.