



BID NO.: 9145-014

**OPENING: 2:00 P.M.
WEDNESDAY
AUGUST 26, 2009**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE: PORTABLE CHILLER

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:
SMALL BUSINESS ENTERPRISE MEASURE:.. See Section 2; paragraph 2.2
WRITTEN WARRANTY: See Section 2; paragraph 2.19

FOR INFORMATION CONTACT:
Jose A Sanchez at 305-375-4512, or sanchez@miamidade.gov

IMPORTANT NOTICE TO VENDORS:

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 25 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 25 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR
BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9145-0/14

Title: Portable Chiller

Sr. Procurement Contracting Agent: Jose A Sanchez

Bids will be accepted until 2:00 p.m. on Wednesday, August 26, 2009

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 Vendors 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. The Vendor may, at Vendor's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

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 VENDORS:

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

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

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

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

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

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

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

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

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

B. Vendor Registration

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

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

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

1. **Miami-Dade County Ownership Disclosure Affidavit** (Sec. 2-8.1 of the County Code)

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

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

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

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

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

H. Prompt Payment Terms

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

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

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

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1.5. AWARD OF BID SOLICITATION

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

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

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

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

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

1.11. CONTINUATION OF WORK

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

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

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Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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

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

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

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

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

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

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ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

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

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(d)(6) of the County Code.

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE: TO ESTABLISH A CONTRACT TO FURNISH AND INSTALL PORTABLE CHILLER:

The purpose of this solicitation is to purchase a portable chiller including any component parts and ancillary equipment for the Miami Dade Aviation Department (MDAD) as described in the specifications. The awarded bidder shall deliver, install and provide adequate training to designated MDAD employees. The awarded bidder may be required to conduct annual maintenance on the installed equipment and provide an extended nine (9) year extended warranty on all parts and all necessary labor.

2.1.1 PART A: Equipment Purchase, Delivery, Installation & Training

The awarded vendor shall supply, deliver and install the portable chiller, with its component parts and ancillary equipment, and provide training to the Miami Dade Aviation Department.

2.1.2 PART B: Equipment Purchase, Delivery, Installation, Training, and First Year Maintenance

The awarded vendor shall supply, deliver, install, the portable chiller, with its component parts and ancillary equipment, provide training and first year maintenance to the Miami Dade Aviation Department.

2.1.3 PART C: New Trailer

The County may elect to purchase a new trailer, which must fit the chiller comfortably to easily allow for all connections necessary for its use. The trailer must have the ability to be pulled by a tractor truck and must be able to hold twenty (20) per cent above the weight of the chiller.

2.1.4 PART D: Used Refurbished Trailer

The County may elect to purchase a used/refurbished trailer, which must fit the chiller comfortably to easily allow for all connections necessary for its use. The trailer must have the ability to be pulled by a tractor truck and must be able to hold twenty (20) per cent above the weight of the chiller.

2.1.5 PART E: Maintenance and Extended Warranty

Maintenance and Extended Warranty shall commence on the date the option to purchase these items is exercised by the County and shall end at midnight on the last day of the maintenance and extended warranty period purchased by the County.

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

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

SECTION 2
SPECIAL CONDITIONS

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

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

2.3 PRE-BID CONFERENCE: Intentionally Omitted

2.4 TERM OF CONTRACT:

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years commencing on the date of acceptance of the portable chiller by the County to cover the completion of the warranty periods as described in Section 2.0 Paragraph 2.19 of this solicitation.

The contract term will be extended if additional maintenance or warranty is purchased by the County.

2.5 OPTION TO RENEW: Intentionally Omitted

2.6 METHOD OF AWARD: TO LOWEST PRICED VENDOR:

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in the solicitation, Parts A, B, C and D and whose offer represents the lowest price based on the cost of Part A or Part B added to the cost of Part C or Part D, at the discretion of the County. If a bidder fails to submit an offer on all Parts A through D, its overall offer may be rejected. The County will award the total contract to a single bidder.

A responsible vendor is defined as one having suitable previous portable chiller experience with projects of similar type and size to this bid. Vendors shall provide a list of similar projects completed within the last five years.

2.7 PRICES:

The County is requesting that vendors provide pricing for Maintenance of the chillers and an Extended Warranty period. The County shall have the option to purchase Maintenance and Extended Warranty, on a year-to-year basis, at the prices stipulated in Section 4, Part E of this solicitation.

The County shall have the option to exercise one or both options (Extended Warranty and/or Maintenance) before the expiration of the twelve (12) month initial warranty period, on a year-to-year basis

SECTION 2
SPECIAL CONDITIONS

Pricing offered for all items are firm for all contract terms.

- A. **Nine (9) year extended warranty for the portable chiller is inclusive of all parts and labor without exception. This warranty extends to all parts of the trailer.**
- B. **Chiller Maintenance:**
Maintain chiller (once annually). The County shall have option to purchase and/or renew the optional maintenance of the equipment on a yearly basis.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT:
Intentionally Omitted

2.9 RECEIPT OF SPECIFIED DATA

This specific solicitation requires submission of the following documentation to enable County evaluation of the products being offered:

- : Product Information Sheets
 : Equipment Warranty Sheets (from OEM)

Product information sheets and equipment warranty sheets are required. The initial offer must be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures) and equipment warranty sheets.

2.10 LIQUIDATED DAMAGES

- A. Failure to deliver the equipment in accordance with the specifications and to the satisfaction of the County within the time stated shall cause the Vendor to be subject to charges for liquidated damages in an amount equivalent to 1/365 (one-three hundred and sixty five thousandths) of the acquisition cost of the portable chiller, for each and every calendar day that the equipment is not delivered and accepted. As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery, the County shall have the right to deduct the said liquidated damages from any amount due, or that may become due, to the vendor under this agreement, or to invoice the vendor for such damages if the costs incurred exceed the amount due the vendor.
- B. For incidents of force majeure or other circumstances not under the control of the vendor, the County shall not hold the vendor liable for liquidated damages as stated herein.

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

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

SECTION 2
SPECIAL CONDITIONS

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

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

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

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

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

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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

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

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET, SUITE 1300
MIAMI, FL 33128**

SECTION 2
SPECIAL CONDITIONS

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remains in force for the duration of the contractual period. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates, which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.23 of this solicitation.

- 2.12 BID GUARANTY:** Intentionally Omitted
- 2.13 PERFORMANCE BOND:** Intentionally Omitted
- 2.14 CERTIFICATIONS:** Intentionally Omitted
- 2.15 METHOD OF PAYMENT:**

Vendor(s) shall submit an invoice(s) to the County user department after purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

- I. Vendor Information:
- The name of the business organization as specified on the contract between Miami-Dade County and vendor

SECTION 2
SPECIAL CONDITIONS

- Date of invoice
 - Invoice number
 - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
- Unit price of the goods, services or property provided
 - Extended total price of the goods, services or property
 - Applicable discounts
 - Any backup documentation or subcontractor documentation as required by the County.
- IV. Goods or Services Provided per Contract:
- Description
 - Quantity
- V. Delivery Information:
- Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
- Failure to submit invoices in the prescribed manner will delay payment.

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

Vendors 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.

2.17 DELIVERY:

The vendor shall make deliveries within **(45) forty-five calendar days** of the Notice to Proceed. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

SECTION 2
SPECIAL CONDITIONS

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization.

The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.18 BACK ORDER ALLOWANCE: Intentionally Omitted

2.19 WARRANTY:

A. Type of Warranty Coverage Required

In addition to all other warranties that may be provided by the OEM, the vendor shall fully warrant the portable chiller unit for a minimum period of twelve (12) months after the date of acceptance. This warranty shall include all parts and all necessary labor. All compressor parts shall also be fully warranted including the coating for a minimum period of five (5) years and shall include all parts and all necessary labor. This warranty requirement shall remain in force for the full period identified above; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty requirements.

B. Correcting Defects Covered Under Warranty

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

SECTION 2
SPECIAL CONDITIONS

C. Extended Warranty

The County shall have the option to purchase an additional nine (9) years extended warranty (inclusive of all parts and labor) on a year-to-year basis. The warranty for the compressor (covered in the initial purchase price for five (5) years) shall commence in year six (6) of the extended warranty if such option is exercised.

D. Extended Maintenance

The County shall have the option to purchase Maintenance for an extended period. If purchased, the extended Maintenance shall commence on the date indicated when the County exercises this option.

E. Trailer

New or use/refurbished trailer shall be guaranteed for a minimum of five (5) years including parts and labor.

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Jose Sanchez at (305) 375-4512 email – sanchez@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP): Intentionally Omitted

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY:

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.23 ESCORT AT AIRCRAFT OPERATING AREA:

When performing work at the County's Aviation Department, the vendor shall report to the Aviation Department's Maintenance Division Building No. 3025 and be escorted to and from each area of work, that traverses the aircraft operating area. The Department shall monitor the placement of the vendor's equipment at each location. Upon completion of the work, the vendor shall call the Maintenance Office, 876-7311, to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the vendor may result in immediate cancellation of this Contract.

2.24 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this contract shall be in accordance with all governmental

SECTION 2
SPECIAL CONDITIONS

standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.25 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE:

The equipment being offered by the vendor shall be the most recent model available. Any optional components or items which are required to make units operable and conform to the contract specifications shall be considered standard equipment for purposes of responding to a Request for Quotation unless otherwise specified. Demonstrator models will not be accepted. Omission of any essential detail from the specifications provided with the Request for Quotation does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards, and shall be of a suitable type and grade for the purpose.

2.26 WORK ACCEPTANCE:

All materials provided and work performed under this contract will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.27 CLEAN-UP:

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

2.28 PURCHASE OF ADDITIONAL WORK NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:

While the County has listed all major items and work to be purchased/performed within this solicitation in conjunction with their operations, there may be additional items/work that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded bidder to obtain a price quote for the additional item/work. The County reserves the right to award additional item/work to the awarded bidder, or another bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATION

3.0 SCOPE OF WORK:

The purpose of this solicitation is to identify and make available to the County, a qualified supplier, capable of furnishing and installing a portable chiller for the Miami Dade Aviation Department. The chiller must come mounted on a trailer. The trailer must fit the chiller comfortably to easily allow for all connections necessary for its use. The trailer must have the ability to be pulled by a tractor truck and must be able to hold twenty (20) per cent above the weight of the chiller.

3.1 PORTABLE CHILLER: –Portable air cooled chiller - (mounted on a trailer)**B. Equipment Features**

- 400 ton portable air-cooled chiller package
- Multiple compressors and refrigerant circuits
- R-134a refrigerant
- Louvered condenser enclosures
- Variable speed drive starter
- Low ambient to 0 degrees F
- Service isolation valves
- Black-fin condenser coil protection

C. Electrical Features

- All controls and motor starting equipment necessary for unit operation shall be factory wired and function tested.
- VSD Power/Control Panel includes main power connection(s), VSD and fan motor contactors, current overloads, and factory wiring. Standard design to include NEMA 3R (IP55) rating, powder painted steel cabinet with hinged, latched, and gasket sealed outer doors equipped with wind struts for safer servicing.
- VSD section of power panel includes a dedicated inverter for each compressor.
- The panel to include control display access door so display and control features can be accessed without opening main cabinet doors.
- Three-compressor model with single point power connection.
- Power panel equipped with terminal block electrical connections at the point of incoming power. Factory mounted circuit breaker at the point of incoming single point connection that extends through the power panel door so that power may be disconnected without opening any panel doors.
- Short Circuit Withstand rating of the chiller electrical enclosure shall be 30,000 Amps for standard terminal block connection. Ratings IAW (in accordance with) UL508.
- Compressor motors shall be powered by a variable speed drive.

SECTION 3
TECHNICAL SPECIFICATION

D. Compressor Features

- Continuous function, microprocessor controlled, VSD to provide valve less, smooth capacity control from 100% down to 7.5% for the three chiller compressors.
- Compressors shall be direct drive, semi-hermetic, rotary twin-screw type, including: muffler, temperature actuated 'off-cycle' heater, rain-tight (IP55) terminal box, discharge shut-off service valve, and precision machined cast iron housing mounted on elastomeric isolators.
- Suction gas cooled, high efficiency, accessible hermetic compressor motor, full suction gas flow through 0.006" maximum mesh screen, with inherent internal thermal overload protection and external current overload on all three phases.
- Suction gas screen and serviceable, 0.5 micron full flow oil filter within the compressor housing.
- Cast iron compressor housing with a Design Working Pressure of 350 psig (24 barg) or higher.

E. Refrigerant Circuit Features

- Independent refrigerant circuits per compressor.
- Liquid line components include: liquid line shut-off valve with charging port, low side pressure relief device, high adsorption removable core filter-drier, sight glass with moisture-indicator, and electronic expansion valve.
- Discharge line shall be provided with manual compressor shutoff service valve. Suction line equipped with closed-cell insulation.
- Insulated external oil separators with no moving parts, 450 psig design working pressure, and UL listing. Refrigerant system differential pressure to provide oil flow through service replaceable, 0.5 micron, full flow, cartridge type oil filter internal to compressor.
- Oil cooling provided by dedicated air-cooled finned tube type heat exchanger located in the condenser section of the machine.
- Provide a flash tank is located in each refrigerant circuit. The design working pressure is 450 psig.
- Suction lines, oil separators and flash tanks to be covered with closed-cell insulation.

F. Evaporator Features

- High efficiency, direct-expansion type cooler with refrigerant in tubes and chilled liquid through the baffled shell. Independent circuits provided for each compressor.

SECTION 3
TECHNICAL SPECIFICATION

- Design working pressure of the shell waterside is 150 psig, and 235 psig for the refrigerant side. Constructed and tested IAW applicable sections of ASME Pressure Vessel Code, Section VIII, and Division (1).
- The evaporator shall be equipped with a thermostatically controlled heater for protection to -20°F (-29°C) ambient, and shell is covered with 3/4" (19mm), flexible, closed-cell insulation, thermal conductivity of 0.26k maximum.
- Water nozzles shall have grooves for mechanical (ANSI/AWWA C-606) couplings, and shall be insulated after pipe installation.

G. Condenser Features

- Condenser fans shall be dynamically and statically balanced, direct drive; corrosion resistant glass fiber reinforced composite blades molded into low noise, full airfoil cross section, providing vertical air discharge from extended orifices. Guards of heavy gauge, PVC (polyvinyl chloride) coated.
- The fan motors shall be high efficiency, direct drive, 6 pole, 3 phase, Class-"F", current overload protected, totally enclosed (TEAO) type with double sealed, permanently lubricated, ball bearings.
- Condenser coils shall be fin and tube of seamless, internally enhanced, high condensing coefficient, corrosion resistant copper tubes arranged in staggered rows and mechanically bonded to corrosion resistant aluminum alloy fins with full height fin collars. Design working pressure is 450 psig.

H. Microprocessor Controls Features

- Microprocessor control system shall provide automatic control of chiller operation including compressor start/stop and load/unload anti-recycle timers, condenser fans, evaporator pump, evaporator heater, unit alarm contacts and run signal contacts.
- Chiller shall automatically reset to normal chiller operation after power failure.
- Unit operating software shall be stored in non-volatile memory. Field programmed set points shall be retained in lithium battery backed regulated time clock (RTC) memory for minimum 5 years.
- Alarm contacts shall be provided to remote alert contacts for any unit or system safety fault.

I. Display and Keypad

- 80 character liquid crystal display that is both viewable in direct sunlight and has LED backlighting for nighttime viewing. One keypad and display panel provided with chiller.

SECTION 3
TECHNICAL SPECIFICATION

- Display and keypad shall be accessible through display access door without opening main control/electrical cabinet doors.
- Display provides unit set points, status, electrical data, temperature data, pressures, safety lockouts and diagnostics without the use of a coded display.
- Descriptions in English (or available language options), numeric data in English (or Metric) units.
- Sealed keypad shall include unit On/Off switch.
- Programmable Set points (within Manufacturer limits): display language; leaving chilled liquid temperature: set point, control range; local or remote control; units of measure; compressor lead/lag; and maximum chilled water set point reset temperature range.
- Display Data: Chiller liquid return and leaving temperatures, ambient, lead compressor identification, clock and schedule, (variable) out of range, remote input indication, chilled liquid reset set point, and history data for last ten shutdown faults. Compressor suction, discharge, and oil pressures and temperatures, suction and discharge superheats, percent of full-load, operating hours, starts, and anti-recycle timer status. Status Messages for manual override, unit switch off, compressor run, run permissive, remote controlled shut down, no cooling load, daily/holiday shut down, and anti-recycle timer.
- During extreme or unusual conditions (i.e. blocked condenser coils, ambient above scheduled maximum, etc.) the chiller control system will avoid safety shutdown by varying the chiller controls and cooling load output to stay online and avoid safety limits being reached. The system shall monitor the following parameters and maintain the maximum cooling output possible without shutdown of the equipment: motor current, suction pressure and discharge pressure.
- System Safeties are provided for individual compressor systems to perform auto-reset shut down (manual reset required after the third trip in 90 minutes). Safeties include: high discharge pressure or temperature, low suction pressure, high / low motor current, high motor temperature, high pressure switch, high / low differential oil pressure, high oil temperature, low suction superheat, critical sensor malfunction, low or high current, phase loss/single phase power, overload of motor windings, and low voltage.
- Unit Safeties shall be provided for the chiller to perform auto-reset shut down for the following conditions: high or low ambient, low leaving chilled liquid temperature, under voltage, and flow switch operation.

J. Accessories

- Louvered Panels (condenser coils only) – Painted steel to match unit panels, louvered panels shall be mounted over the exterior condenser coil faces on the sides of the unit to visually screen and protect coils.

SECTION 3
TECHNICAL SPECIFICATION

3.3 SCOPE OF WORK:

- Vendor shall:
 - Provide new 400 (nominal) ton chiller to be assembled as described below:
 - Provide and install dual pump package (primary / standby) integrally mounted (under chiller), piped and wired for approx 2.4 GPM / ton and 100' TDH (960gpm nominal each)
 - Provide and install check valves.
 - Provide and install drain port and valves at system lowest points (not just pump)
 - Provide and install pump drain at lowest point in chilled water piping
 - Provide and install pump starter and indicator lights
 - Provide and install schedule 40 steel piping with Victaulic connections
 - Provide and install pump bypass piping
 - Provide and install piping specialties (pressure gauges, barrel vents, drain and fill connections)
 - Provide and install air vent valves at chiller barrel and highest point in the system
 - Provide and install over/under voltage and phase protection
 - Provide and install shore power (convenience) connection
 - Provide and install single-point quick connect lugs
 - Provide wire supply bins for cable and hose storage
 - Provide 300' electrical cam lock cables with pigtailed (per connection)
 - Provide 6" Victaulic supply and return connections
 - Provide 300 Feet of 6 inch hoses in 20 Ft. sections and quick connects and adapters for chiller
 - Provide Pipe reducers to go to the 6" hose from 4", 5", and 6"
 - Provide storage containers for hoses and hardware.
- Chiller package will have non-fused disconnect (single point breaker with individual system compressor switches).
- Chiller package to operate at 460/480V ONLY

3.4 INSTALLATION / TESTING:

Upon initial delivery of any ordered unit, the vendor will be required to perform the initial installation and provide the Aviation department with a performance analysis (Start up Sheet). This may include, but is not limited to, analysis of the chiller and/or water pumps and the following related parameters; temperatures, pressures, amperage, G.P.M. and voltage readings.

3.5 TRAINING:

Vendor(s) must be able to provide demonstrations and/or training to technical staff to facilitate any future relocation of the portable unit and where indicated, provide instruction on performing routine preventative maintenance. This is required at the time of initial delivery and setup of the unit.

SECTION 3
TECHNICAL SPECIFICATION

3.6 OPERATING MANUALS:

Vendors must supply a minimum of two (2) sets of Operation and Maintenance Manuals along with written instructions on how to operate the system.

3.7 MAINTENANCE:

The awarded vendor shall inspect the unit in accordance with the manufacturer's recommended specific chiller standards and at minimum, once a year. The maintenance will include, but shall not be limited, to the following:

1. Installation crew to make temporary connections of air cooled temporary chiller to a predetermined site.
2. Start up chiller and adjust flow to provide efficient and reliable service
3. Conduct operation inspection and make any required repairs
4. Provide oil analysis from each compressor
5. Remove flush and clean chiller system with inhibitor upon completion of inspection for storage.

**SECTION 4
BID SUBMITTAL**

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
AUGUST 26, 2009



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, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM Date Issued: 8/14/09 This Bid Submittal Consists of
JS Purchasing Division Pages 21 through 25 + 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.

Portable Chiller

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful vendor and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 906-44	
Jose A Sanchez	Sr. Procurement Contracting Agent

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE VENDOR MAY, AT VENDOR'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 25 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 25 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

Portable Chiller

FIRM NAME: _____

Part A: Equipment Purchase, Delivery, Installation & Training

ITEM	QTY	DESCRIPTION	Total
1.	1 each	Purchase, delivery, installation, and training of a 400-ton air-cooled portable chiller.	\$ _____
Total: PART A: Equipment Purchase, Delivery, Installation & Training:			\$ _____

Part B: Equipment Purchase, Installation, Training, 1st Year Maintenance

ITEM	QTY	DESCRIPTION	Total
1.	1 each	Purchase, delivery, installation, training, and the first year maintenance of a 400-ton air-cooled portable chiller.	\$ _____
Total: PART B: <u>Equipment Purchase, Installation, Training, 1st Year Maintenance:</u>			\$ _____

Part C: Purchase of Trailer, per Section 2 Paragraph 2.1.2

1.	1 each	*Cost to include mounting the chiller on a new trailer - provided by the vendor. (Additional Cost for the Trailer ONLY)	\$ _____
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Part D: Purchase of Used/Refurbished Trailer, per Section 2 Paragraph 2.1.3

1.	1 each	*Cost to include mounting the chiller on a used/refurbished trailer - provided by the vendor. (Additional Cost for the Trailer ONLY)	\$ _____
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* Vendor(s) shall fully warranty the trailer (new or used / refurbished) for no less than a five (5) year period. If the vendor(s) are providing pricing on a used / refurbished trailer all specification sheets indicating that the trailer has been kept in proper working condition shall accompany the proposal. No trailers older than ten (10) years will be accepted.

Part E: Options

A. Maintenance, if accepted, will commence on the first year after acceptance of product.

1.	1 each	2 nd Year Maintenance	\$ _____
2.	1 each	3 rd Year Maintenance	\$ _____
3.	1 each	4 th Year Maintenance	\$ _____
4.	1 each	5 th Year Maintenance	\$ _____
5.	1 each	6 th Year Maintenance	\$ _____
6.	1 each	7 th Year Maintenance	\$ _____
7.	1 each	8 th Year Maintenance	\$ _____
8.	1 each	9 th Year Maintenance	\$ _____
9.	1 each	10 th Year Maintenance	\$ _____

BID SUBMITTAL FOR:

Portable Chiller

FIRM NAME: _____

B. Extended Warranty, inclusive of all costs, including parts and labor - to commence after the first year after acceptance of product (exception: compressor which shall commence at the start of year six (6) after acceptance).

1.	1 each	2 nd Extended Warranty	\$ _____
2.	1 each	3 rd . Extended Warranty	\$ _____
3.	1 each	4 th Extended Warranty	\$ _____
4.	1 each	5 th . Extended Warranty	\$ _____
5.	1 each	6 th . Extended Warranty	\$ _____
6.	1 each	7 th . Extended Warranty	\$ _____
7.	1 each	8 th . Extended Warranty	\$ _____
8.	1 each	9 th . Extended Warranty	\$ _____
9.	1 each	10 th . Extended Warranty	\$ _____

VENDOR CHECKLIST FOR REQUIRED BID SUBMITTAL INFORMATION:

- Information on portable chiller projects completed in the last five years.
- Information sheets/Chiller Manufacturer Specification
- Equipment Warranty Sheets (from OEM)
- Maintenance Agreement
- Maintenance Agreement Operating Hours

SECTION 4
BID SUBMITTAL FOR:

Portable Chiller

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



Bid Title: Portable Chiller

By signing this Bid Submittal Form the Vendor 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.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Vendor must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Vendor.

The Vendor 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 Vendor will accept any resultant award.

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

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

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

For the County's information, the vendor is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document.

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

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

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

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

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

Note: This affidavit will be requested from all vendors once bids are received and evaluated.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the vendor of this contract.

I state that the vendor of this contract:

[] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR [] is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean vendors or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another vendor or proposer for the same agreement or in which a parent company or the principals thereof of one (1) vendor or proposer have a direct or indirect ownership interest in another vendor or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal