



ADDENDUM NO. 2

TO: All Prospective Bidders

SUBJECT: BID NO.: 9427-1/21

TITLE: FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

BID OPENING DATE: November 17, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Under Section 3 Technical Specifications, Paragraph 3.4.1 Existing Passenger Loading Bridge Systems, the following equipment is added to the sample list of the existing cruise ship loading bridges at the County:

e) FMT Mobile Elevating Gangways – Third Generation
(Two Bridges)

G&L Beijer Electronics Ab Made In Sweden
E300 MAC/MTA E300

Mitsubishi
A1S63P Power Supply
A1SHCPU Programmable Controller
A1SJ71PB92D Profibus Mobile
A1S63ADA A/D Converter
A1SX80 Input Module
A1SY10EU Output Module

Westermo
TD-32 Modem

Wago
Wago 750 333 Slave Station Node
Wago 750 400 Digital Input
Wago 750 512 Digital Output
Wago 750 478 Analog Input

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Handwritten signature of Rol Webb in cursive script, positioned above a horizontal line.



ADDENDUM NO. 1

November 10, 2010

TO: All Prospective Bidders
SUBJECT: BID NO.: 9427-1/21
TITLE: Passenger Loading Bridges
BID OPENING DATE: November 10, 2010
NEW BID OPENING DATE: November 17, 2010

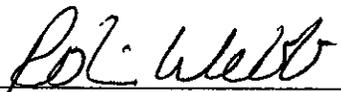
This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Bid opening has been extended for one week. This is to allow time for the County to respond to several questions received from potential bidders.

The new opening date is November 17, 2010.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.





BID NO.: 9427-1/21

**OPENING: 2:00 P.M.
WEDNESDAY
NOVEMBER 10, 2010**

MIAMI-DADE COUNTY, FLORIDA

**INVITATION
TO BID**

TITLE:

**FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS
AND SUPPLIES FOR PASSENGER LOADING BRIDGES**

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

BID DEPOSIT AND PERFORMANCE BOND:.....	SEE SECTION 2, PARAGRAPH 2.13
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	SEE SECTION 2, PARAGRAPH 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE:.....	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	SEE SECTION 2, PARAGRAPH 2.19

FOR INFORMATION CONTACT:

Marcelo Cam at 305-375-2982 or at marcam@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

N/A

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 31 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 31 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9427-1/21

Title: Purchase and Install, Repair and Refurbish, Technical Support, and Purchase Repair Parts and Supplies for Passenger Loading Bridges

Sr. Procurement Contracting Agent: Marcelo Cam, CPPB

Bids will be accepted until 2:00 p.m. on November 10, 2010

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. 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 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**

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 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:

SECTION 1
GENERAL TERMS AND CONDITIONS

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.

SECTION 1
GENERAL TERMS AND CONDITIONS

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 2011. 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

**SECTION 1
GENERAL TERMS AND CONDITIONS**

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 Part 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. 738-02.

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. This 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. 1634-03, Section 10-34 of the County Code and County Ordinance No. 97-95.

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. 207.055 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. 2-6.1.1. 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

SECTION 1
GENERAL TERMS AND CONDITIONS

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 of the County Code.

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award 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 foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

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FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

2.1 PURPOSE: TO ESTABLISH A CONTRACT

The purpose of this solicitation is to establish a contract for the County to purchase, install, refurbish and repair passenger loading bridges, including the purchase of technical support, parts and supplies, on an as needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES: BID PREFERENCE

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

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) 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 Small Business Development at 305-375-CERT or access <http://www.miamidade.gov/sba/business-certificate.asp>

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: FIVE YEARS

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

2.5 OPTION TO RENEW: ADDITIONAL FIVE (5) YEARS CONSECUTIVELY

Prior to, or upon completion, of that initial term, the County shall have the option to renew any contract resulting from this solicitation for one additional five (5) year term. Vendors shall maintain, for the entirety of the additional period, the same terms, and conditions of the originally awarded contract.

Continuation of the contract beyond the initial five year term, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

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Should a vendor decline the County's right to exercise the option period, the County may consider the vendor in default which shall affect that vendor's eligibility for future contracts. Any options to renew will be restricted to the specific items of work initially awarded to any specific vendor.

2.6 METHOD OF AWARD: BY GROUP

Award of this contract will be made on a group-by-group basis. To be considered for award by group, the vendor shall meet the Minimum Requirements listed on Paragraph A as well as other specific requirements listed throughout the solicitation.

The County reserves the right to verify the information submitted by the vendor and to obtain and evaluate additional information, as it deems necessary to ascertain the vendor's ability to perform under the contract. The County shall be sole judge of the vendor's conformance with the solicitation's requirements and its decision shall be final.

The County may, at its sole option and in its best interest allow the vendor(s) to supply the required documentation to the County during the bid evaluation process.

Notwithstanding the aforementioned Method of Award, the County, at its option, may avail itself of any or all of the provisions stated in Section 1.5, Award of Bid Solicitation.

A. Minimum Requirements for all Groups

Vendors shall meet or exceed the following requirements to be considered for award of any group:

- 1) The vendor shall maintain an office equipped with a facsimile (FAX) machine or an e-mail address. Resources shall be available twenty-four (24) hours a day to provide immediate support and expedite quotations.
- 2) The vendor shall maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products and/or services, who can provide product and/or service information, and who are cognizant of the industry and industry standards. Vendor shall provide a contact person and telephone number.
- 3) A list of the firm's key personnel, including their roles and contact information, should be included with the vendor's submittal. The list shall include the personnel's applicable experience and their qualifications.

B. Additional Requirements for Groups 1, 2 and 3

- 1) In accordance with the Code of Miami-Dade County, Florida, Section 10-2, vendors shall hold an active General Contractor License issued by the State of Florida

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Construction Industry Licensing Board or Miami-Dade County Construction Trade Qualifying Board qualifying said person, firm, corporation or joint venture to perform the work proposed.

A copy of the vendor's qualifying General Contractor License should be included with the vendor's submittal.

- 2) Vendor(s) shall provide either reference(s) or a list of projects:

References: The vendor(s) shall provide reference(s) from customers to whom the vendor has provided the products and/or services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the vendor has successfully provided the products and/or services described in the Group they are qualifying for. These references shall ascertain to the County's satisfaction that the vendor has sufficient experience and expertise in this discipline. The County, at its sole discretion, may choose to request additional information in order to assess vendor responsibility.

List of Projects: A list consisting of at least three projects completed within the past five (5) years for a major airline, airport, or port authority. The list should include the projects' descriptions, their total dollar value, the time it took to complete them, and the customers' names with their contact information.

C. GROUPS

The total number of Pre-qualified vendors for Groups 1, 2, and 4 shall be determined by the County. It shall be the sole prerogative of the County as to the total number of pre-qualified vendors on this contract. During the term of any contract resulting from this solicitation, the County reserves the right to receive additional submittals, and add pre-qualified vendors to these Groups. If the County elects to add vendors, they must meet the same requirements established in the original solicitation.

GROUP 1: Furnish and Install Passenger Loading Bridges

Award of this group will be made to the responsive, responsible vendors who meet the minimum requirements set forth in Paragraph 2.6 A and B, and the additional minimum requirements pertaining to this Group. Vendors pre-qualified under this group will be invited to quote on furnishing complete passenger loading bridges including mechanical, electrical, hydraulics, installation, and training.

Additional Minimum Requirements

- 1) The vendor must be a verifiable manufacturer and installer, or a manufacturer approved representative and installer, of the Original Equipment Manufacturer (OEM) Passenger Loading Bridges proposed by the vendor.

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- 2) The vendor shall list the OEM passenger loading bridges that will be available from their firm and submit proof of their firm's designation as a manufacturer's representative with their submittal. The proof may be in any of the following forms: a current written correspondence from the manufacturer, a copy of the signed agreement between the manufacturer and the vendor, or a reference in the manufacturer's website, where the manufacturer clearly lists the vendor as a representative and/or installer of the OEM products listed in the vendor's submittal.

GROUP 2: Refurbish Passenger Loading Bridges

Award of this group will be made to the responsive, responsible vendors who meet the minimum requirements set forth in Paragraph 2.6 A and B. Vendors pre-qualified under this group will be invited to quote on refurbishing services and repairs including: roof repairs, painting, interior restorations, electrical and structural work to include mechanical modifications. Vendors may also be asked to quote on relocation services.

GROUP 3: Repair Services and Technical Support for Passenger Loading Bridges

Award of this contract group will be made to the two (2) responsive responsible vendors who submit an offer on all items within this group and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. While the award of this group will be made to multiple vendors to assure availability, the responsive and responsible vendor offering the lowest price in the aggregate will be given the first opportunity to perform under this group. The second lowest responsive and responsible vendor will be designated as the secondary vendor.

Vendor(s) shall provide all documentation confirming that they meet the minimum requirements listed in Paragraph 2.6 A and B. The vendor(s) awarded under this group will provide technical support, repair and emergency services, parts and supplies. Technical support shall troubleshoot and address any emergency repairs on a 24-hour/7-day basis.

GROUP 4: Purchase of Parts and Supplies for Passenger Loading Bridges

Award of this group will be made to the responsive, responsible vendors who meet the minimum requirements set forth above in Paragraph 2.6 A, and the additional minimum requirements pertaining to this Group. Vendors pre-qualified under this group will be invited to quote on OEM parts and supplies for passenger loading bridges.

Additional Minimum Requirements

Vendor(s) shall be the manufacturer, or a manufacturer approved representative, of the Original Equipment Manufacturer (OEM) parts and supplies for Passenger Loading Bridges that they are proposing.

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The vendor must list the OEM brand names for parts and supplies for passenger loading bridges that will be available from their firm and submit proof of their firm's designation as an authorized manufacturer's representative with their submittal. The proof may be in the form of current written correspondence from the manufacturer, a copy of the signed agreement between the manufacturer and the vendor, or a reference in the manufacturer's website, where the manufacturer clearly lists the vendor as a representative of the OEM products proposed.

D. Spot-Market Purchases for Groups 1, 2, and 4

1) Guidelines

Vendors awarded for Groups 1, 2, and 4 shall be deemed to be pre-qualified to participate in subsequent spot market purchases for their respective group, as required by the County on an as-needed basis. When such spot market purchases are initiated, the specific requirements and specifications will be provided to the pre-qualified vendors within the affected group. The pre-qualified vendors for the affected group shall be invited to offer a fixed price for the specific individual purchase or service, or for a specific purchasing period. The vendor offering the lowest fixed price shall be awarded the order, provided that the vendor's offer meets the specific requirements and specifications. The award to one vendor for a specific period or individual action does not preclude the remaining pre-qualified vendors from submitting spot market offers for other specific purchases.

2) Emergency Situations

In the best interest of the County, a pre-qualified vendor's willingness and ability to expedite a purchase, or specific service request, may be used as a deciding factor for the basis of an award when a project is time sensitive, or it is an emergency situation. This provision does not preclude competition for emergency purchases.

2.7 PRICES (Group 3)

If a vendor is awarded a contract under Group 3, the prices proposed by the vendor shall be fixed and firm for the term of the contract, except as noted below:

Upon completion of the contract's first year, and every year thereafter, the County will consider an adjustment to the established hourly rates based on the U.S. City average Consumer Price Index for (CPI) for all items. It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's adjustment request must clearly substantiate the requested increase and the request for adjustment should not be in excess of the pricing index change.

The County reserves the right to negotiate lower pricing at any time during a term or for the additional terms based on market research information or other factors that influence price.

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Also, the County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.8 EXAMINATION OF COUNTY FACILITIES

Some specific requests will include requirements involving the examination of facilities. When applicable, vendors will be advised to visit the site of the proposed work and become familiar with any conditions, which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendors are also advised to carefully examine the requirements, drawings, and specifications applicable to the specific request for service, and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.9 EQUAL PRODUCT: INTENTIONALLY OMITTED

2.10 LIQUIDATED DAMAGES

Liquidated damages will apply if so defined in the specific request for quote (RFQ).

2.11 INDEMNIFICATION AND INSURANCE (Groups 1, 2 and 3)

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and 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, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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- A. Workmen's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 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 *\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

****Under no circumstances are Contractors permitted on the Aviation Department, Aircraft Operating Airside (A.O.A) at Miami International Airport without increasing automobile coverage to \$5 million. Only vehicles owned or leased by a company will be authorized. Vehicles owned by individuals will not be authorized. \$1 million limit applies at all other airports.**

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

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

or

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

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

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

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128**

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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 Invitation To Bid, the Bidder 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 Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; 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 Bidder in accordance with Section 1, paragraph 1.23 of the General Terms and Conditions.

2.12 BID GUARANTY

A bid guarantee may apply to large complex and multi-function projects if so stated in the Spot Market Purchase Request. Offers pertaining to these requests shall be accompanied by an offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount indicated in the Spot Market Purchase Request, payable to the Board of County Commissioners of Miami-Dade County, Florida. Subsequent award of an order shall be conditioned upon the apparent successful vendor submitting the stipulated performance and/or payment bond within fifteen (15) calendar days following notice of award, in the form and manner required by the County. Any offer which is not accompanied by an offer guaranty/bid bond shall be considered unacceptable and/or non-responsive and ineligible for award. In case of failure or refusal to submit the stipulated performance and/or payment bond within the time stated, the security submitted with the offer shall be forfeited as liquidated damages because of such failure or default. All vendors shall be entitled to the return of their offer guaranty/bid bond within ten (10) calendar days after execution of a contract between a successful vendor and Miami-Dade County.

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2.13 PERFORMANCE BOND

A performance bond may apply to large complex and multi-function projects if so stated in the Request for Quote form. The vendor to whom a contingent award is made after a quotation process shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents 100% of the vendor's offer price. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within the time frame agreed by the vendor and County Department after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions, and the vendor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (2007) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 1. The surety company is licensed to do business in the State of Florida;
 2. The surety company holds a certificate of authority authorizing it to write surety bonds in this state;
 3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

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4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.
- F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

2.14 CERTIFICATE OF COMPETENCY: INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT: PAYMENTS FOR GOODS RECEIVED OR SERVICES RENDERED

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

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-

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SPECIAL CONDITIONS

Dade County and vendor

- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

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

2.16 SHIPPING TERMS: F.O.B. DESTINATION

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 at various Miami-Dade County Departments.

2.16.1 Damaged Goods When Shipping

Vendors shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.16.2 Risk of Loss

Vendors assume the risk of loss or damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property

SECTION 2
SPECIAL CONDITIONS

to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

Vendors shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments, which may issue thereon.

2.17 DELIVERY/COMPLETION OF WORK

The completion date shall be as stated on the Spot Market Purchase Request. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendors, except in such cases where the completion date 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 completion date so that a revised delivery schedule can be appropriately considered by the County.

Should a vendor to whom an order is awarded fail to complete the work by the required completion date, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.18 BACK ORDERS

The County shall not accept any back orders of deliveries from the vendors unless otherwise agreed upon, in writing, at the time of the award of a specific purchase. Accordingly, the vendor is required to deliver all items to the County within the time specified in the vendor's submittal and this solicitation. No grace period shall be honored unless written authorization is issued by the originator of the order and a recommitted date is established. The vendor shall not invoice the County for back ordered items until such back ordered items are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders, in writing, after the recommitted date has lapsed and seek the items from another contract vendor, based on the lowest price quote, or to acquire the items from a separate solicitation and charge the original vendor for any directly associated re-procurement costs. If the original vendor fails to honor

SECTION 2
SPECIAL CONDITIONS

these re-procurement costs, the County may terminate the vendor from the contract for default.

2.19 WARRANTY

2.19.1 Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Original Equipment Manufacturer (OEM), the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year or as indicated in the RFQ, after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the period indicated; 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 provisions.

2.19.2 Roof coating warranty coverage required

The vendor shall warrant the roofs against water leakage for a minimum period of five (5) years after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full five (5) year period; 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 provisions; if warranty is longer than five (5) years, state warranty in Section 4, Bid Submittal Form.

2.19.3 Materials shall be new and warranted against defects

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

2.19.4 Correcting Defects Covered Under Warranty

Vendors 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. If a 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

SECTION 2
SPECIAL CONDITIONS

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 five (5) calendar days of receipt of the notice. If a 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.

2.20 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Marcelo Cam at 305-375-2982 or at marcam@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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

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

Joint Purchase

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and

SECTION 2
SPECIAL CONDITIONS

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

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

Vendor Compliance

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

2.22 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Occupational Safety and Health Administration (OSHA), State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.23 WORK

2.23.1 Notification to Begin Work

The vendor shall neither commence any work, nor enter a County work premise, until a Notice to Proceed or Purchase Order directing the vendor to proceed has been received from an authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

2.23.2 Operations

All operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the vendor unless express permission is given to the vendor by the Seaport Engineer.

The vendor shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for, and minimum hindrance to, port operations.

SECTION 2
SPECIAL CONDITIONS

All equipment shall be withdrawn from work areas at the end of the workday in order to eliminate immediate or potential hazard to traffic and facilities. Materials stored at the Seaport by the vendor shall be stored in a manner that minimizes any obstruction to water and ground traffic.

All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The County accepts no responsibility for any damage or loss to materials stored by the vendor. Vendor(s) shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the vendor, working in conjunction with the Engineer and the County Seaport Department maintenance staff, shall endeavor to locate any possible utility conflicts. Should the vendor damage any Seaport utility through negligence, it shall promptly repair the damage at its own expense.

2.23.3 Work Day

Any applicable hourly rate charges shall commence on the job site; all travel time expenses shall be borne by the vendor and will not be reimbursed by Miami Dade County. The vendor may be required to work at night or around the clock to expedite the completion of bridges. No overtime wages will be paid by the County for this work.

2.23.4 Work Acceptance

All projects will be inspected by an authorized representative of the County. Inspections shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.23.5 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.

2.23.6 Superintendent

Vendors shall assign a competent superintendent who shall be in attendance at the project site during the progress of the work. The superintendent shall be the primary representative for the vendor and all communications given to and all decisions made by the superintendent shall be binding. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of Dade County.

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SPECIAL CONDITIONS

2.24 LABOR, MATERIALS, EQUIPMENT

Unless otherwise stipulated in the Request for Quote, vendors 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.

2.25 LICENSES, PERMITS AND FEES

Vendors shall obtain and pay for all licenses, permits and inspection fees required for any subsequent project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

2.26 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each County department utilizing the contract. This information should be provided at the time when the initial delivery is made, on a department by department basis.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

2.27 SPECIAL SECURITY PROCEDURES AT THE AIRPORT AND SEAPORT**2.27.1 MIAMI DADE AVIATION DEPARTMENT (MDAD)****A. BADGES**

Vendor(s) requiring access within the Security Identification Display Area (SIDA), Secured, Sterile, Aircraft Operations Area (AOA) are required to obtain (MDAD) identification badges to be worn at all times while within these areas. A security threat assessment is required at no fee, the applicant information will be provided to the Transportation Security Administration (TSA) by MDAD for approval before an applicant can be issued the ID.

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Vendor(s) shall apply for identification badges once the contract is awarded through MDAD Security Operations Division. Approval for the issuance of MDAD ID badges will not be granted until the vendor(s) comply with all MDAD and TSA, requirements. The vendor(s) must ensure that there are sufficient badges available for the employees at all times to perform the required maintenance. Failure to comply may result in immediate termination for this contract.

B. IDENTIFICATION OF VEHICLES

Vendor(s) shall obtain a contractor ramp permit authorizing entrance onto the (AOA) for the term of the contract. All vehicles used for this contract by the vendor or the vendor's employees shall be identified on both doors of the vehicle with at least the companies name, phone number and contractor's license number.

Vehicles delivering materials to the job site shall pick up a temporary pass at the guard gate and shall surrender same upon leaving the terminal airside area. All parking charges incurred while at the airport are the responsibility of the vendor (s). There will not be any reimbursement of parking fees or tolls.

C. AIRCRAFT OPERATING AREA (AOA)

The vendor(s) must follow all security procedures required for workers at MIA. This will include security checks and passes for vendor's employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D. For Customs ID, call 786-265-5715 for information and pick-up forms package at Flamingo Garage, 1st floor, Monday-Friday, Noon until 3:00 p.m.

For Miami Dade Aviation Department ID, call 305-876-7188 for appointment and pick-up package at Dolphin Garage, 6th floor. For Driver's Training and Permit information, call 305-876-7359. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained after vendor has been awarded a contract.

2.27.2 SEAPORT DEPARTMENT

Vendor(s) must follow all security procedures required by the County Project Manager and Facility Manager. This may include background checks, badges, uniforms and personnel searches, security clearance must be obtained prior to start of contract.

A. ID CARDS

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department.

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Vendor(s) shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas.

For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

SECTION 3
TECHNICAL SPECIFICATION

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

3.1 SCOPE OF WORK

The intent of this solicitation is to establish a contract for the County to purchase and install passenger loading bridges, including refurbishing, repair and technical support, and the purchase of parts and supplies, on an as needed basis.

3.2 FURNISH AND INSTALL OF PASSENGER LOADING BRIDGES

Vendors will furnish complete passenger loading bridges including mechanical, electrical, hydraulics, installation, and training. Only passenger loading bridges designs that have been in operation, in the United States, for no less than one year will be acceptable. Technical Specifications with the minimum required performance characteristics of the passenger loading bridges will be provided with the Spot Market Purchase Request.

3.3 REFURBISH OF PASSENGER LOADING BRIDGES

Vendors shall furnish all labor and materials to provide refurbishing and repair services, such as: roof repairs, painting, interior restorations, and electrical work. Vendor(s) may be required to provide structural and mechanical modifications as well. Relocation services may also be quoted under this group. Bridges, at times, may need to be moved throughout terminals requiring that vendors are able to remove, erect and re-install them at new locations.

3.4 REPAIR AND TECHNICAL SUPPORT FOR PASSENGER LOADING BRIDGES

Vendors will furnish technical support, repairs and emergency services, parts and supplies for passenger loading bridges 24 hours a day 7 days a week and upon request. Technical support personnel may be required to trouble shoot and address emergency repairs. Parts, supplies and equipment shall be available and furnished by the awarded vendors to address emergency repairs and maintain continuous functionality.

3.4.1 EXISTING PASSENGER LOADING BRIDGE SYSTEMS

Passenger loading bridge systems consists of two major components: the electronic-hydraulic bridge component, and the electronic-control bridge component. The following is a sample list of the existing cruise ship loading bridges at the County:

- a) FMT Loading Bridges – Original (Three Bridges)

G&L Beijer Electronics AB Made In Sweden
E300 Panel MAC/MTA E300

SECTION 3
TECHNICAL SPECIFICATION

Mitsubishi

A1S63P	Power Supply
A1SHCPU	Programmable Controller
A1SJ71PB92D	Profibus Mobile
A1S63ADA	A/D Converter
A1SX80	Input Module
A1SY10EU	Output Module
MT-DP-12	Comm. Module
MT-X16	Input Module
MT-Y8T	Output Module
MT-4AD	A/D Module

Westermo

TD-32	Modem
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- b) FMT Loading Bridges – Second Generation
(One Bridge)

G&L Beijer Electronics Ab Made In Sweden

E300	MAC/MTA E300
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Mitsubishi

A1S63P	Power Supply
A1SHCPU	Programmable Controller
A1SJ71PB92D	Profibus Mobile
A1S63ADA	A/D Converter
A1SX80	Input Module
A1SY10EU	Output Module

Westermo

TD-32	Modem
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Wago

Wago 750 333	Slave Station Node
Wago 750 400	Digital Input
Wago 750 512	Digital Output
Wago 750 478	Analog Input

- c) Stearn Loading Bridges – Boarding Hall Eight
(Two Bridges)

Toshiba

D1633	Tosline F-10 Input Module
R0633	Tosline F-10 Output Module
PS51	Power Supply

SECTION 3
TECHNICAL SPECIFICATION

Pu224	Prosec T2 Programmable Controller
MS211	Comm. Module
D131	Input Module
D031	Output Module

(Toshiba and Cutler Hammer)

d) TEAM Loading Bridges
(Two Bridges)

Mobile Passenger Boarding Bridges
HYDRA MS2 and HYDRA MU11

3.5 PURCHASE OF PARTS AND SUPPLIES ONLY

Vendors will provide OEM parts and supplies for passenger loading bridges. The vendor must be a verifiable manufacturer, or a manufacturer approved representative of the Original Equipment Manufacturer (OEM) for Passenger Loading Bridges proposed by the vendor.

**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 10, 2010



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: 10/25/10 This Bid Submittal Consists of
MC Pages 23 through 31

Sealed bids are 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.

**FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS
AND SUPPLIES FOR PASSENGER LOADING BRIDGES**

Bid Deposit: Not Applicable to the Solicitation; May Apply to Specific Purchases
Performance Bond: Not Applicable to the Solicitation; May Apply to Specific Purchases

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: 909-26, 035	
SR. PROCUREMENT AGENT: Marcelo Cam, CPPB	

FIRM NAME: _____

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 31 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE BIDDER INELIGIBLE
FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 31 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR
BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

<u>CHECKLIST FOR MINIMUM REQUIREMENTS FOR ALL GROUPS:</u>		
<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6 A 1)	The vendor shall maintain an office equipped with a facsimile (FAX) machine or an e-mail address. Fax No: _____ (or) E-mail: _____	_____
Paragraph 2.6 A 2)	Vendor shall provide a contact person and telephone number: Contact Person: _____ Telephone Number: _____	
Paragraph 2.6 A 3)	List the firm's key personnel, including their roles/ title and contact information. The list shall include the personnel's applicable experience and their qualifications. Name: _____ Title: _____ Contact Information: _____ Experience _____ Name: _____ Title: _____ Contact Information: _____ Experience _____ Name: _____ Title: _____ Contact Information: _____ Experience _____ Name: _____ Title: _____ Contact Information: _____ Experience _____	_____

BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

ADDITIONAL REQUIREMENTS: GROUPS 1, 2 AND 3		
Paragraph 2.6 B 1)	<p>Vendors qualifying for Groups 1, 2 and 3 shall hold an active General Contractor License issued by the State of Florida Construction Industry Licensing Board or Miami-Dade County Construction Trade Qualifying Board qualifying said person, firm, corporation or joint venture to perform the work proposed.</p> <p>A copy of the vendor's qualifying General Contractor License should be included with the vendor's submittal.</p> <p>License No. : _____ Expiration Date: _____</p>	_____
Paragraph 2.6 B 2)	<p>Vendors shall provide either reference(s) or a list of projects:</p> <p>The reference(s) listed must be customers to whom the vendor has provided the products or services described in this solicitation.</p> <p>1. Company's Name: _____</p> <p>Contact Person: _____ Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>2. Company's Name: _____</p> <p>Contact Person: _____ Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>3. Company's Name: _____</p> <p>Contact Person: _____ Title: _____</p> <p>Address: _____</p> <p>Telephone: _____</p>	

BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

Continued:

Paragraph 2.6 B 2)	<p>At least three projects completed within the past five (5) years for a major airline, airport, or port authority. The list should include the projects' descriptions, their total dollar value, the time it took to complete them, and the customers' names with their contact information.</p> <p style="text-align: center;"><u>Project No. 1</u></p> <p>Description: _____</p> <p>_____</p> <p>Total Dollar Value: _____ Timeframe: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p style="text-align: center;"><u>Project No. 2</u></p> <p>Description: _____</p> <p>_____</p> <p>Total Dollar Value: _____ Timeframe: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p style="text-align: center;"><u>Project No. 3</u></p> <p>Description: _____</p> <p>_____</p> <p>Total Dollar Value: _____ Timeframe: _____</p> <p>Contact Person: _____ Telephone: _____</p>	
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BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

<u>CHECKLIST FOR ATTACHMENTS REQUIRED FROM VENDORS FOR GROUP 1:</u> Furnish and Install Passenger Loading Bridges	
<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
<p>The vendor has met the Minimum Requirements for all Groups listed in Section 2, Paragraph 2.6 A and B:</p> <p style="text-align: center;">Yes _____ No _____</p>	_____
<p>The vendor must be a verifiable manufacturer and installer, or a manufacturer approved representative and installer, of the Original Equipment Manufacturer (OEM) Passenger Loading Bridges proposed by the vendor:</p> <p><input type="checkbox"/> Manufacturer and Installer</p> <p><input type="checkbox"/> Manufacturer approved representative and installer</p>	_____
<p>List the Original Equipment Manufacturer (OEM) Passenger Loading Bridges that will be available from your firm and attach proof of your firm's designation as a manufacturer or manufacturer's representative:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	_____

<u>CHECKLIST FOR ATTACHMENTS REQUIRED FROM VENDORS FOR GROUP 2:</u> Refurbishment Passenger Loading Bridges	
<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
<p>The vendor has met the Minimum Requirements for all Groups listed in Section 2, Paragraph 2.6 A and B:</p> <p style="text-align: center;">Yes _____ No _____</p>	_____

BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

CHECKLIST FOR ATTACHMENTS REQUIRED FROM BIDDERS FOR GROUP 3 Repair Services and Technical Support for Passenger Loading Bridges	
Summarized Requirement:	Initial As Completed:
The vendor has met the Minimum Requirements for all Groups listed in Section 2, Paragraph 2.6 A and B: Yes _____ No _____	_____

Item	Estimated Quantities	Description	Unit Price	Extended Price
4.5.1	1,320 hrs	Labor rate for Technical Support or Emergency Repair (Regular work hours: Monday through Friday, 8:00 A.M. to 5:00 P.M.)	\$ _____ Hr	\$ _____
4.5.2	300 hrs	Labor rate for Technical Support or Emergency Repair: Overtime hours (Overtime rate should not exceed 1 ½ times the regular Hourly rate)	\$ _____ Hr	\$ _____
4.5.3	\$438,000	Mark-up for parts and Supplies, not to exceed 20%	_____ %	\$ _____
TOTAL (Items 4.5.1 to 4.5.3)				\$ _____

* The vendor shall provide 24 hours, 7 days a week emergency service and technical support to the County under the contract. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by the County. Non Emergency response time shall be within one week after notification by the County.

BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

FIRM NAME: _____

<u>CHECKLIST FOR ATTACHMENTS REQUIRED FROM VENDORS FOR GROUP 4:</u> Purchase of Parts and Supplies for Passenger Loading Bridges	
<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
<p>The vendor has met the Minimum Requirements for all Groups listed in Section 2, Paragraph 2.6 A:</p> <p style="text-align: center;">Yes _____ No _____</p> <p>-----</p> <p>The vendor must list the OEM brand names for parts and supplies for passenger loading bridges that will be available from their firm and submit proof of their firm's designation as a manufacturer or representative with their submittal. The proof may be in the form of a current written correspondence from the manufacturer, a copy of the signed agreement between the manufacturer and the vendor, or a reference in the manufacturer's website, where the manufacturer clearly lists the vendor as a representative of the OEM products proposed.</p> <p>OEM Brand Names:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p><u>Attachments:</u></p> <p><input type="checkbox"/> Manufacturer letter, or</p> <p><input type="checkbox"/> Copy of Agreement, or</p> <p><input type="checkbox"/> Web link: _____</p>	<p>_____</p>

SECTION 4
BID SUBMITTAL FOR:

FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT,
PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

BID TITLE: FURNISH AND INSTALL, REFURBISH, REPAIR, TECHNICAL SUPPORT, PARTS AND SUPPLIES FOR PASSENGER LOADING BRIDGES

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 bidder registration. Failure to register as a bidder within the specified time may result in your firm not being considered for award.

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

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

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) shall render the bidder ineligible for Local Preference.

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

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

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

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

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No. _____

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

Prompt Payment Terms: _____% _____ days net _____ days (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

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Contractor/Respondent: _____

Title: _____

Any bid meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents for the purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who does not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or who does not use those identified, except upon written approval of the County.

Any bid meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer does not use subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of the table where no subcontractors or suppliers will be used on the contract.

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

Representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Signature _____ Print Name _____ Print Title _____ Date _____
(Duplicate if additional space is needed)

FORM 100

