



BID NO.: CA7959-3/11-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
November 23, 2005**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Process Control And Instrumentation (Pci) Equipment, Parts, & Repair Service For The Miami-Dade County Water And Sewer Department (M-Dwasd) For A Two (2) Year Period With County Option To Renew For Three (3) Additional Years On A Year To Year Basis.

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

- BID DEPOSIT AND PERFORMANCE BOND:**.....
- CATALOGUE AND LISTS:**..... See Section 2.0, Para. 2.23
- CERTIFICATE OF COMPETENCY:**.....
- EQUIPMENT LIST:**.....
- INDEMNIFICATION/INSURANCE:**..... See Section 2.0, Para. 2.11
- LIVING WAGE:**
- PRE-BID CONFERENCE/WALK-THRU:**.....
- SMALL BUSINESS ENTERPRISE MEASURES:**..... See Section 2.0 Para. 2.2
- SAMPLES/INFORMATION SHEETS:**..... See Section 2.0, Para. 2.30
- SECTION 3 – MDHA:**.....
- SITE VISIT/AFFIDAVIT:**
- USER ACCESS PROGRAM:**..... See Section 2.0, Para. 2.21
- WRITTEN WARRANTY:**..... See Section 2.0, Para. 2.19

FOR INFORMATION CONTACT:

ALBERT FALCON at 305-375-1354, or at AFALCON@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

N/A

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 33 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: CA7959-3/011-OTR

Title: PROCESS CONTROL AND INSTRUMENTATI

Sr. Procurement Contracting Agent: Albert Falcon, CPPB

Bids will be accepted until 2:00 p.m. on November 23, 2005

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

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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, Bids and Contracts Division.

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

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

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

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

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

B. Vendor Registration

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

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

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

C. PUBLIC ENTITY CRIMES

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

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

D. Request for Additional Information

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

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or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the 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 written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and

minority and women business enterprises 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.

1.4. CANCELLATION OF BID SOLICITATION

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

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

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- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

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

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

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

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a 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 2005. Therefore, a vendor which meets the requirements of (1) and (2) 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. To initiate a Bid protest, the protester shall present to the Clerk of the Board 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-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

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.

- C. For award recommendations greater than \$100,000 the following shall apply:

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When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

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

1.14. PACKAGING

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful

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

1.20. COLLUSION

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

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

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall

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provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

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

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

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

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

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

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

1.31 LOBBYIST CONTINGENCY FEES

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

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

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Process Control and Instrumentation Equipment, Parts & Repair Services**2.1 PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this solicitation is to pre-qualify vendors to supply, parts, equipment and services for water and sewer process control equipment. Pool members will then compete on prices for specific orders. This initial solicitation provides for the submission of documents and forms intended to verify that the bidders meet or exceed the minimum criteria set forth elsewhere in this solicitation. All bidders that meet or exceed the criteria established in this solicitation shall be placed on a pre-qualification list that may be accessed by the Miami-Dade Water and Sewer Department (MDWASD) in order to obtain price quotations for the provision of process control and instrumentation equipment, parts, certification, inspection, and factory and field repair services.

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

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

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

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

2.3 INTENTIONALLY OMITTED**2.4 TERM OF CONTRACT: TWO (2) 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, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for twenty-four (24) months and upon completion of the expressed or implied warranty period.

2.5 OPTION TO RENEW THREE (3) YEARS (Maintain Same Discounts)

Miami-Dade County shall have the option to renew this contract for an additional three (3) years on a year-to-year basis provided the vendor will maintain the same discount(s) from manufacturer's published price list(s). Continuation of the contract beyond the

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initial period is a County prerogative not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

In the event that the vendor declines the County's right to exercise the option period, the County may consider the successful bidder in default and affect it's eligibility for future contracts.

NOTE: SHOULD THE COUNTY EXERCISE THE OPTION TO RENEW, IT SHALL BE ONLY FOR THOSE ITEMS ORIGINALLY AWARDED.

2.6 METHOD OF AWARD: TO ALL VENDORS WHO MEET MINIMUM PRE-QUALIFICATION CRITERIA FOR ANY GROUP, GROUP ITEM OR OPTION SELECTED, SUBJECT TO SUBSEQUENT SPOT MARKET PROCEDURES

Inclusion into this contract will be made to the responsive, responsible bidder(s) for group one (1) who meets the minimum qualifications for any group or group item and offers a percentage discount between 0 and 100% from the manufacturer's latest price list.

- A.** The bidders must be the manufacturer of the parts and units or a manufacturer's authorized or certified dealer and must submit a copy of the manufacturer's authorized or certified dealer re-sellers agreement with its proposal or upon request. If the bidder is a third party distributor of a manufacturer brand, the bidder is required to submit along with its bid submittal or upon request **1.** A copy of its supplier's contractual agreement with the manufacturer and **2.** The bidder's contractual agreement with its supplier. Failure to provide the documentation above may disqualify the bidder's bid for this category
- B.** Must provide documented and verifiable proof upon request of experience in product support and sales provided for Process Control System(s). Documentation shall include the names, address and telephone numbers of at least three (3) customer references (private or government) for whom the bidder provided such units, parts and support within the previous two years.

NOTE:

In order to qualify on the basis of the above, bidders must submit with their bid all required documentation; however, the bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period or upon request. Failure to meet this requirement shall result in the vendor's proposal/quote being declared non-responsive.

The bidder may submit the latest manufacturer's price list with its bid proposal. Inclusion into this contract will be made to the responsive, responsible bidder(s) for group two who meets the minimum qualifications for any group or group item and offers a percentage discount between 0 and 100% from the manufacturer's latest price list. The bidder may submit the latest manufacturer's price list with its bid proposal.

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Inclusion into this contract will also be made to the responsive, responsible bidder(s) for groups three and four who submits documentation that they are authorized/certified to repair the brand(s) of equipment that they record in the group three and/or four proposal pages.

These bidders shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as needed or on a periodic basis. When such spot market purchases are initiated, the pre-qualified vendors shall be invited to offer a fixed price for a specific individual purchase or work order, or a specific purchasing period. The vendor then offering the highest discount (no less than the original highest discount submitted by any vendor in group three or four) or the lowest aggregate price for any specific service work order shall be awarded for the specific period or specific purchase. 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.

It shall be the sole prerogative of the County to add or delete vendors and/or manufacturer line products at any time after the inception of the contract as it deems necessary and in its best interest. If the County elects to add brands and/or vendors, the vendors must meet the same minimum qualifications established for the original competition

NOTE: The availability of material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award for items either delivered by or picked up from the vendors by authorized County personnel, towards a vendor when it is determined by the Department that a project is time sensitive to meet pre-established deadlines or it is an emergency situation.

2.7. **INTENTIONALLY OMITTED**

2.8. **INTENTIONALLY OMITTED**

2.9. **ORIGINAL EQUIPMENT MANUFACTURER (OEM) AND EQUAL PRODUCT CAN ONLY BE CONSIDERED AS DESIGNATED IN SECTION 3.0 TECHNICAL SPECIFICATIONS**

The equipment to be repaired is critical to M-DWASD operations; therefore, OEM and equal to parts are required as specifically designated in the Technical Specification, Section 3.0 of this Solicitation.

2.10 **INTENTIONALLY OMITTED**

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

ONLY REQUIRED OF VENDORS THAT WILL BE PERFORMING SERVICE AND/OR WORK ON COUNTY PROPERTY.

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, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

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

or

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

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

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

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

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

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The vendor 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 vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of this solicitation.

Department of Procurement Management
Bids and Contracts Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

2.12 **INTENTIONALLY OMITTED**

2.13 **INTENTIONALLY OMITTED**

2.14 **INTENTIONALLY OMITTED**

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2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- 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 M-DWASD requisition 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 and the vendor

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may be considered in default of contract and its contract may be terminated.

- VII. The M-DWASD may request additional information and/or alter invoicing procedures to accommodate their accounts receivable and accounts payable units.

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

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized representative at the Miami-Dade Water and Sewer Department.

2.17 **DELIVERY SHALL BE TEN (10) BUSINESS DAYS AFTER THE ORDER IS PLACED BY THE M-DWASD**

The vendor(s) shall make deliveries within ten (10) business days after the date that the M-DWASD orders the item(s) unless otherwise mutually agreed upon, in writing, at the time of a specific purchase. All deliveries shall be made in accordance with good commercial practice and all required delivery time frames shall be adhered to by the successful vendor(s); except in such cases where the delivery shall be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the M-DWASD in writing of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the Department.

Should the vendor to whom the contract is awarded fail to deliver in the number of days as stated above or after any negotiated delivery date has lapsed, the M-DWASD reserves the right to cancel the order. If the order is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs.

Emergency, rush orders or special requirements that require handling which may result in additional cost, e.g. next day delivery, unloading by the vendor, etc., must be approved in writing by the M-DWASD and entered on the WASD requisition as a separate item. Any additional costs incurred by the vendor must be entered on the corresponding invoice as a separate item.

2.18 **BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The M-DWASD shall not accept any back orders of deliveries from the vendors unless otherwise agreed upon, in writing, at the time of award of a specific purchase. Accordingly, the vendor is required to deliver all items to the M-DWASD within the time specified in this solicitation; and no grace period shall be honored unless written authorization is issued by the originator of the order and a recommitted date is established. In the event that the vendor fails to deliver the goods within the time specified, the M-DWASD reserves the right to cancel the order, seek the items from another vendor, and may charge the incumbent vendor with any re-procurement cost directly associated with re-procuring the original order. If the vendor fails to honor those

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costs, the M-DWASD shall have the right to terminate the contract with the vendor for default.

2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and service against faulty labor and defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the M-DWASD. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the M-DWASD on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

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

2.20 CONTACT PERSONS:

For any additional information regarding the specifications and requirements of this contract, Contact Mr. Albert Falcon, at (305) 375-1354.

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.

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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 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 ACCEPTANCE OF PRODUCT BY THE COUNTY

The products furnished by the awarded vendor shall be maintained and delivered to the M-DWASD in excellent condition. If a product does not meet specifications, the products shall be returned to the vendor and exchanged for suitable merchandise or for full credit at no additional cost to the M-DWASD. The vendor shall be responsible for arranging all shipping or pick-up and shall bare all costs incurred.

In the event a vendor fails to pick-up such material or arranges to have such material shipped back to the vendor within a reasonable period of time, the M-DWASD shall cause such material to be returned to the vendor, and the vendor shall be liable for any cost incurred in addition to the shipping cost.

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2.23 CATALOGS AND PRICE LISTS MAY BE SUBMITTED WITH BID

The bidder may submit three (3) copy(ies) of the current Manufacturer's Standard Retail Price (MSRP) list(s) and catalog(s) with their bid or upon request by the County. Failure to meet this requirement may result in your bid being deemed non responsive. Discounts offered may be evaluated against these price lists and catalogs in order to determine the lowest responsive, responsible vendor when quotes are sought.

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no cost to the County.

2.24 CLEAN UP OF THE WORK SITE DURING AND UPON COMPLETION OF A REPAIR PROJECT

As mutually agreed upon by the vendor and the M-DWASD Project Manager, all usable surplus materials and debris shall be removed from the work site premises at the end of each day and disposed of in an appropriate manner. Upon completion of the repair, the vendor, as mutually agreed upon by the Project Manager, shall thoroughly clean up all areas where the repair work has been accomplished and shall restore the work area to a condition equal to or better than pre-repair conditions.

The Project Manager shall give written notice to the vendor if those obligations are not met. In the event the vendor fails to comply in excess of two (2) working days, excluding County observed holidays, after the written notice is issued, the Project Manager may employ such labor and equipment as he/she may deem necessary to remove any unused material and debris and restore the work site to the pre-repair condition. The cost of such work, together with the cost of supervision, shall be charged to the vendor and shall be deducted from any money due to the vendor on the final invoice. No repair job shall be considered as having been completed until all work site clean up obligations have been met.

2.25 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY BIDDER:

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

2.26 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees 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, the County reserves the right to (1) cancel the order and return such materials to the Bidder at the vendor's expense or (2) require the vendor to replace the materials at the vendor's expense.

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2.27 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any item(s) to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the item(s) and shall be made available to the M-DWASD's authorized representative during delivery. The packing slip shall include, at a minimum, the following information: purchase order number; date of order; WASD requisition number; a complete listing of the item(s) being delivered; and, if authorized, the back-order quantities and delivery date of the back-order.

The M-DWASD may request additional information and/or alter delivery procedures to accommodate their shipping and receiving section and/or for security reasons.

2.28 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this solicitation shall be in accordance with all governmental standards to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society Of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF) and the Occupational Safety and Health Administration (OSHA).

It shall be the responsibility of all awarded vendors to be regularly informed and to conform to any changes in standards issued by any of the regulatory agencies that governs the commodities or services applicable to this solicitation during the term of this contract.

2.29 PURCHASE OF OTHER BRANDS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major Manufacturer brands within this solicitation which are utilized by the M-DWASD in conjunction with its operations, there may be brand names or ancillary items that must be purchased by the M-DWASD during the term of this contract. Under these circumstances, a M-DWASD representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the M-DWASD representative may also obtain price quotes from these vendors. The M-DWASD reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote, or to acquire the items through a separate solicitation.

2.30 MATERIAL SAFETY DATA SHEETS (MSDS)

The vendor shall be responsible for having a current MSDS for any chemical that is brought onto any M-DWASD facility or grounds for the purpose of providing services

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under this contract (ref. OSHA Standard CRF 1910.1200). A copy of this MSDS shall be given to the M-DWASD staff person prior to using the chemical. Removal and proper disposal of all material, including but not limited to oil, coolant, fluids and parts, shall be the responsibility of the vendor.

2.31 **LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 of this solicitation entitled "Technical Specifications", the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the M-DWASD Project Manager.

2.32 **PATENTS AND ROYALTIES:**

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by vendor, or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the vendor may, at its option and expense, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.33 **ACCIDENT PREVENTION AND REGULATIONS:**

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 responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the M-DWASD project manager.

SECTION 2
SPECIAL CONDITIONS

2.34 **OMISSION FROM THE SPECIFICATIONS:**

The apparent silence of this specification and any addendum regarding any details or the omission from specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**SECTION 3
TECHNICAL SPECIFICATIONS**

Process Control and Instrumentation Equipment, Parts, & Repair Service

3.1 SCOPE:

The successful bidder(s) will be pre-qualified to participate in Spot Market Purchases for the acquisition of new units, parts, repair, calibration, inspection, services and maintenance agreements for various types of process control and instrumentation equipment. For the purposes of this solicitation the term “Process Control Instrumentation Equipment” is defined as an individual or grouping of various devices used in an industrial environment in which manufacturing or production “Processes” synchronically work together to communicate data or produce events automatically or as requested, in real-time, and with consistent results.

3.2 INSTRUMENTATION EQUIPMENT:

Category includes devices used to test, analyze, control, calibrate, display, measure and record data. The major families within this category are analytical instruments, chromatography instruments, environmental instruments, lab and test equipment, multi-meters and electrical/electronic test meters, process controllers, product and material testers, panel meters, records and loggers, sample preparation and wet chemical analysis, separation devices, sensing and measurement instruments, spectrometers and analytical photometers, and water quality instruments.

3.3 FLOW TRANSFER, MEASURE AND CONTROL DEVICES:

Consists of one or more of the following: Flow tubes, open flumes and weirs, orifice plates, weights and scales and associated equipment and accessories such as controllers, sensors, detectors,, valves, positioners, transducers, conditioners, regulators, switches, manometers, and gages designed, engineered and used to monitor, measure, test, record, analyze, detect and/or display liquid and/or gas flow data.

- a. Flow Measure Devices – Category includes: Acoustic, optic, electrical, electronic, electromagnetic, transit-time, pneumatic, electromechanical and mechanical.
- b. Switches – Category includes: Pushbutton, rotary and toggle, DIP switches, keypads, multiple entry and key lock designs.
- c. Flow Meters – Category includes: Gas flow meters and liquid flow meters (velocity, volumetric and mass).

3.4 LABWARE, TEST AND MEASUREMENT EQUIPMENT:

Category includes: devices used to test, analyze, control, calibrate, display and record data in laboratory and other testing situations. The major families within this category are analytical instruments, chromatography instruments, environmental instruments, lab and test equipment, multi-meters and electrical/electronic test meters, process controllers, product and material testers, panel meters, records and loggers, sample preparation and wet chemical analysis, separation devices, sensing and measurement instruments, spectrometers and analytical photometers, and water quality instruments.

**SECTION 3
TECHNICAL SPECIFICATIONS**

3.5 GROUP 1 PURCHASE OF OEM UNITS, PARTS, AND ACCESSORIES

The following is a representative listing of the manufacturers' equipment presently in use by the Miami-Dade Water and Sewer Department. This list is neither exclusive nor complete. The bidders shall list in their bid submittal forms, only those manufacturer's brands listed in this solicitation with which they have verifiable experience. The County reserves the right to add or delete manufacturers from this group as it deems necessary and in its best interest during the term of the contract.

ABB INSTRUMENTS, INC.	ACTION INSTRUMENTATIONS
ACTION PAC	ALLEN-BRADLEY
AMERICAN SIGMA	AMETEK
ANTX	AUMA
ASHCROF	BANDICATOR
BADGER METER	BAILEY-FISCHER & PORTER
BELLO FRAM	BENTLEY NEVADA
BEST POWER	BETA
BK PRECISION	CAPITAL CONTROLS
CASHCO	CHESSELL
CONSILIUM METRITAPE	DETRONICS
DRAGER	DIGITAL CONTROL CORPORATION
DIONEX CORPORATION	EPPENDORF
EASTECH-BADGER	ELSAG-BAILEY
EDCO	EUROTHERM
ENDRESS & HAUSER	FAIRCHILD INDUSTRIAL PRODUCTS
FISCHER & PORTER	FLUID COMPONENTS INTERNATIONAL
FLUID ISOLATION TECHNOLOGY	FLUKE MULTIMETER
FUTURE HEALTH CONCEPTS	
G. E. F ANUC	HACH COMPANY
HONEYWELL	INDUSTRIAL SCIENTIFIC
INNOVATIVE TECHNOLOGY	INELTEC
ISCO	JAMEBURG
JACUZZI	JMS
KOBOLD INSTRUMENTS INC.	KRONE (MAG METER)
KURZ	LEEDS & NORTHUP (BIF)
LACHAT INSTRUMENTS	MED REP
LIMITORQUE	MAGNETROL
MASONEILAN	MCDANIEL
MGD	MIGHTY MODULE
MID WEST INSTRUMENTS	MSA INSTRUMENTS
MILL TRONICS	MOORE PRODUCTS
NELES JAMESBURY	OMEGA
O.I. ANALYTICAL	ORION
OMRON	PANALARM
PANAMETRICS INC	POWERS PROCESS CONTROLS

**SECTION 3
TECHNICAL SPECIFICATIONS**

PARKER HANNIFIN	PEABODY BARNES
PERKIN ELMER INSTRUMENTS	
PENNY GILES	PHOENIX CONTACT
PRIMARY FLOW SYSTEMS	PROMINENT FLUID CONTROLS
REXA	RONAN
ROSEMOUNT	RMI, ROCKY MOUNTAIN INSTRUMENTS
RODNEY HUNT	SENSYCOM
SHIMADZU SCIENTIFIC INSTRUMENTS	
SIEMENS	SOLA
SQUARE-D	SENSOTEC INC
SOR	TRANSCOIL
TOSHIBA INSTRUMENTS	THIHEDRAL ENGINEERING
TRANSMATION	TURBO-WERKS
UNITED ELECTRIC	UNIVERSAL FLOW MONITORS
VALEK	WESCHLER INSTRUMENTS
WORCESTOR	YELLOW SPRINGS INSTRUMENTS

3.6 BIDDER REQUIREMENTS FOR GROUP ONE ABOVE

Bidders shall list in their bid submittal forms, only those manufacturer's brands with which they have verifiable experience in this type of service. In order to qualify for this group, the bidders must meet the following criteria:

A. The bidders must be the manufacturer of the parts and units or a manufacturer's authorized or certified dealer and must submit a copy of the manufacturer's authorized or certified dealer re-sellers agreement with its proposal or upon request. If the bidder is a third party distributor of a manufacturer brand, the bidder is required to submit along with its bid submittal or upon request **1.** A copy of its supplier's contractual agreement with the manufacturer and **2.** The bidder's contractual agreement with its supplier. Failure to provide the documentation above may disqualify the bidder's bid for this category

B. Must provide documented and verifiable proof upon request of experience in product support and sales provided for Process Control System(s). Documentation shall include the names, address and telephone numbers of at least three (3) customer references (private or government) for whom the bidder provided such units, parts and support within the previous two years.

NOTE:

In order to qualify on the basis of the above, bidders must submit with their bid all required documentation, however, the bidder(s) may be given the opportunity to submit this information to the County during the bid evaluation period or upon request. Failure to meet this requirement shall result in the vendor's proposal/quote being declared non-responsive

**SECTION 3
TECHNICAL SPECIFICATIONS**

3.7 GROUP 2 PURCHASE OF “EQUAL TO” OEM UNITS, PARTS AND ACCESSORIES

For this group, the M-DWASD will consider “Equal To” OEM units, parts and accessories for the brands listed under group 1. If the bidder quotes this group, the bidder shall be required to supply a cross index catalogue showing the original manufacturers part numbers and the “Equal To” product part numbers with its bid submittal package or upon request.

The equipment in this solicitation is critical to the operation of the County’s Water and Sewer Department therefore, it shall be the sole prerogative of the M-DWASD to determine that the units, parts and accessories referred to as “Equal To” by a vendor are indeed usable, replaceable and appropriate for substitution within the existing equipment. Substantial consideration will be made to qualify the non-OEM units, parts and accessories but the M-DWASD reserves the right and has final say on the parts acceptability based on the critical and non-critical nature of the equipment and its required performance.

**SECTION 3
TECHNICAL SPECIFICATIONS**

**3.8 GROUP 3 SERVICES; OEM AUTHORIZED AND/OR CERTIFIED REPAIRS,
INSPECTION, TESTING, AND CALIBRATION OF EQUIPMENT**

The following is a listing of the manufacturers' equipment presently in use by the M-DWASD that may require O.E.M. authorized or certified repairs, inspection, testing, calibration, etc. The County reserves the right to add or delete manufacturers from this group and establish maintenance agreements with pre-qualified vendors under this solicitation for a specific time period as it deems necessary and in its best interest during the term of the contract.

ABB INSTRUMENTS, INC.	ACTION INSTRUMENTATIONS
ACTION PAC	ALLEN-BRADLEY
AMERICAN SIGMA	AMETEK
ANTX	AUMA
ASHCROF	BANDICATOR
BADGER METER	BAILEY-FISCHER & PORTER
BELLO FRAM	BENTLEY NEVADA
BEST POWER	BETA
BK PRECISION	CAPITAL CONTROLS
CASHCO	CHESSELL
CONSILIUM METRITAPE	DETRONICS
DRAGER	DIGITAL CONTROL CORPORATION
DIONEX CORPORATION	
EASTECH-BADGER	ELSAG-BAILEY
EDCO	EUROTHERM
ENDRESS & HAUSER	FAIRCHILD INDUSTRIAL PRODUCTS
FISCHER & PORTER	FLUID COMPONENTS INTERNATIONAL
FLUID ISOLATION TECHNOLOGY	FLUKE MULTIMETER
FUTURE HEALTH CONCEPTS	
G. E. F ANUC	HACH COMPANY
HONEYWELL	INDUSTRIAL SCIENTIFIC
INNOVATIVE TECHNOLOGY	INELTEC
ISCO	JAMEBURG
JACUZZI	JMS
KOBOLD INSTRUMENTS INC.	KRONE (MAG METER)
KURZ	LEEDS & NORTHUP (BIF)
LACHAT INSTRUMENTS	
LIMOTORQUE	MAGNETROL
MASONEILAN	MCDANIEL
MGD	MIGHTY MODULE
MID WEST INSTRUMENTS	MSA INSTRUMENTS
MILL TRONICS	MOORE PRODUCTS
NELES JAMESBURY	OMEGA
O.I. ANALYTICAL	
OMRON	PANALARM
PANAMETRICS INC	POWERS PROCESS CONTROLS

**SECTION 3
TECHNICAL SPECIFICATIONS**

PARKER HANNIFIN	PEABODY BARNES
PERKIN ELMER INSTRUMENTS	
PENNY GILES	PHOENIX CONTACT
PRIMARY FLOW SYSTEMS	PROMINENT FLUID CONTROLS
REXA	RONAN
ROSEMOUNT	RMI, ROCKY MOUNTAIN INSTRUMENTS
RODNEY HUNT	SENSYCOM
SHIMADZU SCIENTIFIC INSTRUMENTS	
SIEMENS	SOLA
SQUARE-D	SENSOTEC INC
SOR	TRANSCOIL
TOSHIBA INSTRUMENTS	THIHEDRAL ENGINEERING
TRANSMATION	TURBO-WERKS
UNITED ELECTRIC	UNIVERSAL FLOW MONITORS
VALEK	WESCHLER INSTRUMENTS
WORCESTER	

3.9 BIDDER REQUIREMENTS FOR GROUP 3 ABOVE

Bidders shall list in their bid submittal forms, only those manufacturer's brands with which they have verifiable experience in this type of service. In order to qualify for this group, the bidders must meet the following criteria:

- A. Must provide written and verifiable proof that your firm is certified or authorized to provide, technical support and service(s) using OEM parts for at least one (1) of the manufacturers listed. If the bidders will be using a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this solicitation, the bidder is required to supply a copy of its contractual agreement with the supplier in its proposal.
- B. The bidder shall also include the discount (0 to 100%) off the regularly posted shop labor rate that shall be offered to the M-DWASD for repair services and what the labor rate is presently.
- C. Must provide documented and verifiable proof of a minimum three (3) years experience in product support and services provided for Process Control System(s). Documentation shall include the names, address and telephone numbers of at least three (3) customers (private or government) for whom the bidder provided such support and service(s) within the previous two years.
- D. In addition to complying with the requirements outlined in this solicitation, the successful vendors shall conform to all local, state, and federal regulations and standards concerning testing and calibrating procedures, chain of custody documentation, and quality assurance/quality control protocol, worker safety and training, plus all other aspects involving the installation, maintenance, calibration and/or repair of equipment covered

**SECTION 3
TECHNICAL SPECIFICATIONS**

under this Solicitation. The vendors shall agree to submit to the M-DWASD upon request, as part of their bid submittal copies of all licenses, permits, registrations, certificates, and other approvals required for every aspect of the performance of the vendors' services outlined within this solicitation.

- E. Vendors participating in this group for field service will be subject to the insurance requirements stipulated in Section 2.0 Paragraph 2.11.

NOTE:

In order to qualify on the basis of the above, bidders must submit with their proposal all required documentation, however, the bidder(s) may be given the opportunity to submit this information to the M-DWASD during the bid evaluation period or upon the M-DWASD's request. Failure to meet this requirement may result in the bidders' bid submittal being declared non-responsive

**SECTION 3
TECHNICAL SPECIFICATIONS**

3.10 GROUP 4 SERVICES: “EQUAL TO” OEM AUTHORIZED AND/OR CERTIFIED REPAIRS, INSPECTIONS, TESTING AND CALIBRATION OF EQUIPMENT

For this group, the M-DWASD will consider “Equal To” OEM repairs, inspections, testing and calibration of equipment for brands listed under group 3. If the bidder quotes this group, the bidder shall be required to submit verifiable proof that the company has engaged in this type of service as required in group 3 and must (at the M-DWASD’s request) submit a minimum of three (3) references for similar work performed for other companies and/or governmental agencies.

The equipment that might require repair is critical to the operation of the County’s Water and Sewer Department therefore, it shall be at the M-DWASD’s sole discretion and prerogative to determine that the “Equal To” service by a vendor is appropriate and can be substituted for OEM service. The nature of the equipment breakdown and the critical/non-critical situation of the equipment and its performance will be evaluated and a final decision will be made by the M-DWASD as to what type of service is deemed appropriate and in its best interest.

3.11 SUBCONTRACTING

As part of its proposal, the vendor is required to complete the affidavit labeled “SUBCONTRACTOR/SUPPLIER LISTING” on page 7 of 8 of the affidavits section 4.0 of this solicitation to identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractors. The total amount of work performed by a subcontractor shall not exceed 35% (percent) of the total awarded dollar amount. Competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be the same as those of the vendor, including submittal of quality assurance programs and a copy of all required licenses and/or certifications. All of the aforementioned requirements will be considered when recommending award for a specific purchase or service in the best interest of the M-DWASD.

3.12 DATA CONFIDENTIALITY

All financial, statistical, personnel and technical data supplied by the County to the vendor(s) are confidential. The vendor(s) are required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the vendor(s), or any individual or entity in the vendor’s charge or employ, will be considered a violation of this contract and may result in contract termination and the vendor’s suspension or debarment from County contracting. In addition, such conduct may be reported to the County’s Inspector General for possible criminal prosecution.

3.13 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The vendor(s) shall not perform any additional work or special projects without first obtaining written approval from the authorized M-DWASD project manager or his/her designee. In the event of additional work and/or special projects, the vendor(s) must present a written proposal

SECTION 3 TECHNICAL SPECIFICATIONS

to perform the additional work to the Project Manager. The proposal shall provide justification for the necessity of the additional work. The relationship between the additional work and the awarded contract work must be clearly established by the vendor in its proposal.

The vendor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The written proposal must detail the costs necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the vendor in the vendor's original bid proposal submitted in response to this solicitation. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and directly relate to costs submitted by the vendor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work or special projects may commence without the M-DWASD written approval. In the event the vendor(s) proceeds with additional work and/or special projects without written authorization, it shall be at the vendor's sole risk. The M-DWASD shall be under no obligation to pay for work done without such written approval.

3.14 COST ESTIMATES FOR ADDITIONAL WORK

A great majority of the repair work performed under this contract will consist of component repair, like-kind replacement, and technical support services that consist of, but are not limited to, complete overhaul and refurbishment on PCI and related equipment. However, additional repair work, technical support and engineering-type assistance above and beyond the scope of complete overhaul and refurbishment may be required. Prior to proceeding with ancillary services, the vendor must obtain approval from the authorized project manager or his/her designee.

The successful vendor(s) may be required to submit an annual maintenance or technical support agreement or in the case of repairs, a written estimate on each prospective project before a purchase order or Notice to Proceed letter is issued. (1)The estimate must reflect the regular hourly wages for labor performed and the percentage discounts or mark-ups for materials and equipment. (2)The estimate shall be itemized by the number of work hours and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The M-DWASD reserves the right to negotiate the fixed fee for additional services, if required.

The M-DWASD reserves the right to award the project to the vendor based on the written estimate or to reject all estimates based on price and obtain the required services from another source of supply. The actual charge to the M-DWASD shall not exceed ten percent (10%) of the vendor's estimate without the expressed prior approval from an authorized agent of the M-DWASD.

3.15 SECURITY

Vendor's personnel working on-site at any M-DWASD facility must be full-time or contracted employees of the awarded vendor and have photo identification prominently displayed at all times. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.

**SECTION 3
TECHNICAL SPECIFICATIONS**

3.16 MAINTENANCE, REPAIR AND TRAINING

The vendor shall be responsible for providing full service, factory authorized maintenance, repair and training (if required) for all equipment, devices and/or systems proposed under this solicitation. In addition, the vendor shall be able to provide, on an as needed basis, factory authorized technicians to perform on-site work.

Process control instruments, materials, and equipment shall be maintained in strict accordance with the manufacturer's recommendations as contained in the Operations and Maintenance manuals generally available from the OEM. For this reason, the M-DWASD may determine that it needs an awarded vendor to establish an ongoing on-site Maintenance Plan for services and products. In this event all awarded vendors for the affected equipment will be invited to submit proposals for such services and products.

The vendor's proposal shall include a full maintenance schedule detailing the work to be performed, including schedules for calibration, and a preventative maintenance schedule for all instruments, controls and electrical systems in accordance with equipment manufacturer's recommended practices. The M-DWASD reserves the right to negotiate prices, however, all terms and conditions outlined within this solicitation will apply to any and all ancillary work scopes authorized under this contract.

3.17 REGULATORY REPORTING SERVICES

The vendor shall prepare, sign, and be responsible for, as the authorized, certified, and licensed (OEM) service provider, all reports and forms required by any regulatory agency(ies). Complete and accurate records of all tests and results of such tests shall be maintained by the vendor or manufacturer and provided to the authorized M-DWASD representative.

3.18 CALIBRATION TRACEABILITY

In the event the M-DWASD requires a certificate of calibration, it shall be provided by the vendor which must be traceable to the National Institute of Standards and Technology (NIST) or other recognized and approved standards to include, but is not limited to, the American National Standards Institute (ANSI), the American Association for Laboratory Accreditation (A2LA), and the International Engineering Consortium (IEC). Copies of the applicable documents shall be made available to the M-DWASD upon request.

It shall be the responsibility of all awarded vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that requires certificates of calibration during the term of the contract.

**SECTION 3
TECHNICAL SPECIFICATIONS**

3.19 EQUIPMENT FAILURE

Should the M-DWASD require on site services, the vendor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the vendor result in equipment or system failure, the vendor shall, within one (1) hour, inform the M-DWASD authorized representative of the anticipated length of downtime. The vendor shall make every effort to expedite repairs to minimize the downtime.

3.20 SYSTEM TESTING

Should the M-DWASD require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a “normal operating” condition), the vendor and authorized M-DWASD staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the vendor for further evaluation.

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 23, 2005
BID NO.: CA7959-3/11-OTR



INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

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

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

Issued by:A.F.	DPM Competitive Acquisitions Unit	Date Issued: 11/09/05	This Bid Submittal Consists of Pages 25 through 33
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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section 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.

**Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service
 for a two (2) year period with County option to renew for three (3) additional years
 on a year to year basis.**

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

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

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 730-54	
Sr. Procurement Contracting Agent Albert Falcon	

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
 PREFERENCE ON PAGE 33 OF SECTION 4, BID SUBMITTAL FORM SHALL
 RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 33 OF SECTION 4, BID SUBMITTAL FORM, WILL
 RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

ATTACHMENT A

Vendor Data Sheet

The number of years your firm has been performing the proposed service(s): _____.

The Location of the vendor’s office responsible for managing this contract. Include the name of the individual to be contacted for service, parts or any information related to the brand for which it proposed.

Name: _____ Office telephone: (____) _____

Address: _____

Name(s) and telephone number(s) of persons to be contacted if problems or after-hours emergencies occur. Access must be twenty-four (24) hours per day.

(1) Name: _____

Telephone Numbers: Work: (____) _____ Home: (____) _____

(2) Name: _____

Telephone Numbers: Work: (____) _____ Home: (____) _____

Type of equipment, parts or service which you will be providing on your selected brand(s)

- | | |
|--|---|
| <input type="checkbox"/> Flow | <input type="checkbox"/> Temperature |
| <input type="checkbox"/> Pressure | <input type="checkbox"/> Level |
| <input type="checkbox"/> Concentration | <input type="checkbox"/> Density |
| <input type="checkbox"/> Weight | <input type="checkbox"/> Other (Describe) _____ |

This attachment must be submitted with your proposal

If needed, Please make additional copies of this sheet and submit with your proposal.

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

GROUP 1, PURCHASE OF OEM UNITS, PARTS AND ACCESSORIES SECT. 3.0 PARA 3.5

*OEM Brand	Authorized/certified Dealer/distributor	Parts Discount	Unit/equipment Discount
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %

Discounts will apply to latest manufacturer's list price.

Have you included **all** documentation as stated in the vendor's requirements for this group in your proposal? Yes _____ No _____

If not, can you provide the documentation upon request? Yes _____ No _____

*Please write in the manufacturer brand for which you are proposing on from section 3.2. You **must** also provide a discount for those brands ranging from, 0 to 100%.

You may make copies of this sheet and attach to your proposal in case more space is needed when proposing for several brands.

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

GROUP 2, PURCHASE OF "EQUAL TO" OEM UNITS, PARTS AND ACCESSORIES SECT. 3.0 PARA. 3.7

<u>*OEM Brand</u> <u>"Equal To" OEM</u>	<u>Have you or can you</u> <u>supply the required cross</u> <u>index catalogue?</u>	<u>Parts Discount</u>	<u>Unit/equipment</u> <u>Discount</u>
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %
_____	Yes _____ No _____	_____ %	_____ %

Discounts will apply to latest manufacturer's list prices.

Have you included **all** documentation as stated in the vendor requirements for this group in your proposal? Yes _____ No _____

If not, can you provide the documentation upon request? Yes _____ No _____

*Please write in the OEM brand (top) and "Equal To" (just below) for each proposed brand. You **must** also provide a discount for those brands ranging from, 0 to 100%.

You may make copies of this sheet and attach to your proposal in case more space is needed when proposing for several brands.

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

GROUP 3, OEM AUTHORIZED AND/OR CERTIFIED REPAIRS, INSPECTION, TESTING AND CALIBRATION SECT. 3.0 PARA. 3.8

*OEM Brand	Authorized/certified to repair this brand.
_____	Yes ____ No ____

Have you included **all** documentation as stated in the vendor's requirements for this group in your proposal? Yes ____ No ____

If not, can you provide the documentation upon request? Yes ____ No ____

*Please write in the manufacturer brand for which you are proposing on.

You may make copies of this sheet and attach to your proposal in case more space is needed when proposing for several brands.

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

GROUP 4, "EQUAL TO" OEM AUTHORIZED AND/OR CERTIFIED REPAIRS, INSPECTION, TESTING AND CALIBRATION SECT. 3.0 PARA. 3.10

*"OEM Brand
"Equal To" OEM

Can your company provide verifiable proof that it has engaged in this type of service as stated in the vendor requirements? Yes _____ No _____

Have you included **all** documentation as stated in the vendor requirements for this group in your proposal? Yes _____ No _____

If not, can you provide the documentation upon request? Yes _____ No _____

*Please write in the OEM brand (top) and "Equal To" (just below) for each proposed brand.

You may make copies of this sheet and attach to your proposal in case more space is needed when proposing for several brands.

BID SUBMITTAL FOR:

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

FIRM NAME: _____

**SECTION 3.0, NOTES THAT APPLY TO ALL VENDORS
PROPOSING ON ANY GROUP**

If a vendor states that they can produce and supply the required documentation and meet the requirements as established in this bid solicitation and ultimately cannot within a reasonable time period during the contract term, the County reserves the right to disqualify and remove the company temporarily or permanently until the proper documentation is submitted, checked and verified by the County as to it's authenticity and completeness.

Although no specific model or serial numbers can be given at this time, vendors must propose on the overall brand in general for pre-qualification purposes. If and when a quote is solicited for that brand, all pre-qualified vendors will be invited to participate in spot market procedures as noted in section 2, paragraph 2.6 and supplied with either a site visit notice to view the equipment and/or a specific model/serial number to use as reference (or both) plus any other relevant information as to the work to be performed or the parts and particular service needed.

**SECTION 4
BID SUBMITTAL FOR:**

Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service

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: **Process Control and Instrumentation (PCI) Equipment, Parts, & Repair Service**

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

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

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

Pursuant to Section 2-8.6, 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 to affirm compliance with this disclosure requirement.**

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

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

- A. If awarded this County contract, would you be 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 _____
and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?
Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is , or is not , a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

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

Prompt Payment Terms: ____% ____ days net ____ days ***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"**
(Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

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

Printed Name of Firm

Address of Firm

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

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

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

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

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

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

Witness: _____ Signature _____ Signature _____

Witness: _____ Signature _____ By: _____ Legal Name and Title _____

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

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

a _____ corporation partnership joint venture

PLEASE NOTE:

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

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

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

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

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

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

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

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

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

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

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

*

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

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

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

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

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

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



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS

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

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

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

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

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

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	