



**** This document is not an approved solicitation, it is a Draft and it is subject to change without notice. ****

BID NO.:

OPENING: 2:00 P.M.

, 2013

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

A/C CHILLERS – FULL SERVICE CONTRACT

FOR INFORMATION CONTACT:

, 305-375- , @miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

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MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Bid Title:

Procurement Officer: , CPPB

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

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

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

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

NOTICE TO ALL BIDDERS:

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

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SECTION 1
GENERAL TERMS AND CONDITIONS

TITLE

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

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

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

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2.1 PURPOSE

The purpose of this solicitation is to establish a full service contract to provide all necessary labor, transportation, material and equipment to furnish a comprehensive program of, inspections, testing, preventive maintenance, emergency repair, routine repair, and water treatment services for air conditioning chiller systems.

2.2 PRE-BID CONFERENCE (RECOMMENDED):

A pre-bid conference will be held on < < at Stephen P. Clark Center in Conference Room . It is recommended that a representative(s) of the firm attend this conference as the “cone of silence” will be lifted during the course of the conference, and special conditions and specifications included within this solicitation will be discussed.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

2.3 TERM OF CONTRACT: FIVE YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County’s internal Services Department, Procurement Management Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, and shall expire on the last day of the last month of the contract term.

2.4 METHOD OF AWARD

Award of this contract will be made to the **two (2) lowest, responsive, responsible bidders on a group-by-group basis**. To be considered for award by group, the bidder shall offer prices for all items within a given group. The County will then select the bidders for award for each group by totaling all of the items within each group. If a bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

While the method of award prescribes the method for determining the lowest responsive, responsible bidder, the County will award this contract to the designated lowest bidder as the primary awarded bidder and will award this contract to the designated second lowest bidder as the secondary awarded bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially deliver the goods identified in this contract. If the primary bidder fails to perform it may be terminated for default and the County shall have the option to seek the identified goods from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling its contractual obligations. Failure of any awarded bidder to perform in accordance with the terms and conditions of the contract may result in the bidder(s) being deemed in breach of contract. The County may terminate the contract for default and charge the awarded bidder re-procurement costs, if applicable.

Bidder Requirements

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Bidder(s) shall submit with their bid all specified information, documents and attachments as proof of compliance to the minimum qualification requirements; however, Miami-Dade County, may at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the evaluation process. The County may visit the bidder(s) facilities during the bid evaluation period to ascertain that all the requirements are met and may request additional evidence from the bidder(s) to ensure, to its satisfaction, that the bidder(s) is in fact qualified to perform the required work.

Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, may result in the bidder bid being declared non-responsive. The County shall be sole judge of the bidder's conformance to the minimum requirements and its decision shall be final.

- A. Bidder must be a State of Florida Mechanical or Class "A" Air Conditioning Contractor. Copy of the license shall be provided with the bid submittal.
- B. Bidder must have certified technicians performing the work specified herein. Copies of Certificates of Competency as a Journeyman in the General Mechanical Category issued by Miami-Dade County or Broward County for each technician shall be provided with the bid submittal.
- C. The bidder's technicians shall have successfully completed the EPA Universal Refrigerant Transition and Recovery Certification Program and shall be so certified. Copies of all technicians EPA universal certifications shall be provided with the bid submittal.
- D. Bidder shall submit a copy of the current Stratospheric Ozone Protection (APCF) permit to purchase refrigerants issued by Miami Dade County Regulatory and Economic Resources Department.
- E. Bidders shall submit the name(s) of technician(s) who will be performing the Eddy Current Testing. The technician(s) shall be ASNT NDT Level II Certified. A copy of the certificate(s) shall be provided with the bid submittal.
- F. The bidder shall submit with the bid, documentation reflecting work experience for the employee(s) performing the oil analysis test and evaluation of oil samples. The evaluator shall have at least three(s) years of experience performing oil analysis.
- G. The bidder or bidder's subcontractor personnel performing water treatment services to County equipment shall be a Certified Water Technologist(s) (CWT), as certified by the Association of Water Technologies (AWT). A copy of the certificate(s) shall be submitted by the bidder.
- H. The bidder(s) shall maintain offices, shop facilities, and personnel located in Miami-Dade, Broward, Monroe, or Palm Beach County. The bidder(s) should submit a list of the name(s) and phone number(s) of their service manager(s), service supervisor(s), service salesmen, and service dispatcher(s).

The awarded bidder(s) must maintain all licenses, certificates and qualifications during the contract period. Should the awarded bidder(s) replace personnel during the contract period,

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the new personnel must meet the same qualifications and credentials as those identified in this section.

2.5 PRICES

The prices proposed by the bidder shall remain **fixed and firm** for the term of the contract. The county reserves the right to negotiate lower pricing based on market research information or other factors that influence price.

Bidders shall provide the total annual cost, inclusive of all necessary labor, transportation, material and equipment to furnish a comprehensive program of, inspections, testing, preventive maintenance, emergency repair, water treatment, and repair services necessary to keep the equipment in operating condition within OEM specifications throughout the life of this contract.

2.6 METHOD OF PAYMENT

In addition to the terms and conditions stated in section 1.2.H – Prompt Payment Terms. The County will pay the awarded bidder’s annual price listed in section 4 in 12 equal monthly installments.

2.7 EXAMINATION OF COUNTY FACILITES AND INSPECTION OF COUNTY EQUIPMENT (RECOMMENDED)

Bidder(s) are advised to carefully examine the requirements and specifications in this solicitation, and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. It shall be the responsibility of the bidder(s) to examine the equipment prior to submittal of their bid.

Failure or omission of the vendor to examine any instructions or documents, or any part of the specifications, or to visit the facility and become acquainted with the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the vendor of any obligation to perform as specified herein. The bidder understands the intent and purpose thereof and his obligations hereunder, and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

Department	Location	Site Visit Date

2.8 INDEMNIFICATION AND INSURANCE (11)

PENDING

2.9 NO PRE-EXISTING WARRANTY

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The majority of the equipment covered under this contract is not covered under any type of warranty. The awarded bidder is solely responsible for all covered equipment from the date of award. The bidder shall be fully responsible for all of the air conditioning equipment "as is" covered under this contract as of the contract effective date. Information of chillers currently covered under any type of warranty is section 4.

2.10 QUALITY ASSURANCE

A. Initial Inspection:

The awarded bidder(s) within the first sixty (60) days of the contract shall report back to the department all deficiencies found after the initial inspection. If the awarded bidder is also the previous bidder servicing the equipment on the previous contract, all deficiencies shall be repaired at the awarded bidder's expense. If the awarded bidder is not the previous bidder servicing the equipment on the previous contract, the County shall pay the awarded bidder the hourly rate provided in **Section 4 – Item**, the hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, and travel time. The cost of parts shall be paid on a cost "pass-thru" basis. The awarded bidder shall charge the County the same invoice prices he or she is charged by his or her supplier. A copy of the awarded bidder's invoice from the supplier for parts shall be submitted with the awarded bidder's invoice for payment. In cases where the awarded bidder manufactures its own parts, the bidder will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.

B. Emergency Response:

An emergency is an unexpected situation or occurrence that develops due to system failure, power loss, acts of nature or any life threatening situation for building occupancy, or as declared at the sole discretion of a County Project manager.

Where an emergency is deemed to exist by the County, the awarded bidder shall be required to respond upon a verbal or written notification. This response must result in the arrival of technicians at the affected facility within two (2) hours of notification, 24 hours a day, 7 days a week, 365 days a year, all year.

C. Routine Service:

Routine Services such as, preventive maintenance inspections and water treatment services will be initiated by the awarded bidder in accordance with OEM specifications and the terms of this contract.

Routine Services will be scheduled so as to minimize any loss of air conditioning. The awarded bidder shall make every effort to schedule the work, in order to avoid disruption of the facility operations.

D. Notification Prior To Commencement of Work:

The County will give a minimum lead time of two (2) calendar days to the awarded bidder(s) prior to the desired starting date for any specific assignment different from the

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routine services; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provision included elsewhere in this solicitation and resultant contract. When possible, longer lead times will be given.

E. System Failure:

Should any of the vendor's activities through commission or omission result in HVAC system failure, or shutdown of any part of the air conditioning chiller system, the awarded bidder is required to immediately inform the County and follow up with a written notice within 24 hours. The written notification shall state the reason the equipment is not in service, when repairs will be completed and the system back in full operation. The awarded bidder shall make every effort to expedite the service and minimize the disruption (the cooling effectiveness) to the location being serviced and shall employ every ordinary and extraordinary effort to minimize loss of air conditioning effect including renting, connecting and bringing online temporary equipment (chiller and/or cooling towers) within 1 hour of notification by Miami Dade County. The awarded bidder shall provide the identical chiller(s) capacity of the unit(s) that failed. Adequate temporary power (via generator, batteries, etc.) for the chiller(s) is to be provided by the awarded vendor.

If an immediate and unforeseen reduction in HVAC capacity or equipment failure unrelated to the services provided under this contract by the awarded bidder, and with an estimated down time of more than one day, Miami Dade County may request directly or through the vendor necessary temporary rental equipment including chiller(s) or cooling tower(s). Under these conditions both the bidder(s) and the County will discuss and agree to the percentage of liability held by each. Any temporary rental equipment time beyond the initial 10 calendar days shall become the responsibility of the bidder. Rental costs shall be limited to the rental companies direct charges without any vendor mark-up.

If temporary equipment belongs to Miami Dade County, the awarded vendor shall credit or pay the County for the use of temporary equipment after the initial 10 calendar days.

F. Vendor Accessibility and Communications:

Vendor shall be accessible by a local or toll free telephone call in Miami-Dade County, during regular business hours. Local answering service for emergencies shall be available twenty-four (24) hours a day, seven (7) days per week. An e-mail address also needs to be provided to all County Project managers.

The awarded vendor shall make every effort to communicate with the authorized County representative via e-mail, as often as needed, to keep the County fully updated on the status of any ongoing repairs, maintenance or service.

The County may require daily status reports in excel on service calls.

G. System Condition:

Any time services are provided, the vendor shall document the condition of the system and all performed services. These documents shall be provided with any submitted invoice. The awarded vendor shall ensure that the HVAC systems are left in an operable

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condition.

H. Inspection of Work / Vendor Performance

The importance of the HVAC equipment covered by this solicitation requires they be maintained in satisfactory and safe operating condition at all times in accordance with their original specifications and capable of providing their maximum output and performance at all times.

Miami Dade County reserves the right to inspect the awarded bidder's work as it deems necessary to ascertain that the terms and conditions are fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County may request in writing that the awarded bidder(s) place the chillers and/or associated equipment in condition to meet OEM standard.

All defects and/or deficiencies noted by a County project manager will be submitted to the bidder for correction. Should the defects and/or deficiencies not be corrected within the period specified in the notice, the bidder shall be liable for any cost incurred by the County to insure correction. This cost may be deducted against the monthly invoices from the awarded bidder. Corrective actions may include, but not necessarily be limited to, additional inspections, repairs, and meetings.

Awarded bidder(s) failure to comply with such demand will constitute a non-performance act under which the County may terminate the contract for default, and re-procure the services specified. The County may further charge the bidder(s) any differences in cost between the bidder's price and the re-awarded price.

I. Warranty Requirements

I. Warranty coverage for parts and services:

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

All repair and/or replacement parts supplied by the awarded bidder(s) shall be warranted for a minimum period of one (1) full year after the parts have been installed in County equipment.

II. Correcting Defects Covered Under Warranty:

Bidder(s) shall be responsible for correcting any deficiency, be it due to faulty parts or inefficient labor, at no cost to the County within a period of twenty-four (24) hours after the County notified the vendor of such deficiency. If the bidder(s) fails to honor the warranty and or fails to correct or repair a defective job or installed items within the period stated, the County may, at its discretion, notify the bidder(s), in writing,

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that the bidder may be subject to a probation period, and possibly contractual default.

2.12 PARTS

All replacement parts shall be subject to the approval of the County. The County may, at its sole discretion, specify the parts and materials to be used to perform any work or service rendered under this contract. If requested, damaged or worn parts shall be submitted for inspection to the County.

All parts and materials provided under this agreement shall be new or factory rebuilt, Original Equipment Manufacturer (OEM), free from defects, guaranteed suitable for their particular designed purpose. Non-OEM parts shall not be used, unless the awarded bidder has prior approval from the County Project manager.

The awarded bidder at their own expense shall obtain parts in the most expeditious manner available, which includes overnight air shipping and special fast track ordering.

2.13 REPAIRS DUE TO FORCE MAJEURE

Although this is a full service contract for A/C Chillers and Related Equipment, it is hereby agreed and understood that the County may require additional repairs due to force majeure. Force majeure include: an act of nature, war, hurricane, riot, sovereign conduct, or verifiable vandalism.

When a repair is required under these circumstances, the County shall pay the awarded bidder the hourly rate provided in Section , the hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, and travel time. The cost of parts shall be paid on a cost "pass-thru" basis. The awarded bidder shall charge the County the same invoice prices he or she is charged by his or her supplier. A copy of the awarded bidder's invoice from the supplier for parts shall be submitted with the awarded bidder's invoice for payment. In cases where the awarded bidder manufactures its own parts, the bidder will charge the County a price no higher than he or she charges his or her most favored customer. The County reserves the right to request verification.

2.14 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Yuly Chaux-Ramirez, at (305) 375-4263 or via e-mail at ychaux@miamidade.gov

2.15 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the affected Department Project Manager.

2.16 COMPLIANCE AND REGULATIONS

A. Accident Prevention and Barricades:

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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 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 born solely by the responsible awarded bidder. Barricades shall be provided by the awarded bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Department Project Manager.

B. Protection of Property:

All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted services at all times by the awarded bidder(s) during the term of this contract. The awarded bidder(s) shall be held responsible for repairing or replacing property to the satisfaction of the County should it be damaged by reason of the bidder's operation on the property.

C. Compliance with Local, State and Federal Standards:

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

D. Legal Requirement for Pollution Control:

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Department of Regulatory and Economic Resources.

E. Disposal of Wastewater and Hazard Waste:

Wastes may be generated at various County facilities after draining or flushing out a chiller system onsite. Any such wastes must be discharged to sanitary sewers only if the waste meets sewer standards and only with the approval of the County facility's manager. If sewers are not available, if the waste does not meet standards, or if a discharge approval is not granted, the vendor must arrange for offsite disposal at a permitted wastewater disposal facility.

In the event that hazardous waste is generated as defined by U.S Environmental Protection Agency, or the Florida Department of Environmental Protection, it must be disposed in conformance with all local, State, and Federal laws.

2.17 ADDITION/ DELETION OF EQUIPMENT , FACILITES AND SERVICES

Additions

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Although this contract identifies specific facilities and equipment to be serviced, it is hereby agreed and understood the County may add additional facilities and/or equipment. The awarded bidders may be invited to submit price quotes for these additional facilities and/or equipment. If these quotes are determined to be fair and reasonable, then the additional facilities and/or equipment will be awarded the lowest responsible bidder(s). Any additional facilities and/or equipment shall be added to this contract by formal modification of the award sheet.

The County may determine to obtain price quotes for the additional facilities/equipment through a separate solicitation in the event that fair and reasonable pricing is not obtained from the current awarded bidders, or for other reasons at the County's discretion.

Deletions

Although this contract identifies specific facilities and equipment to be serviced, it is hereby agreed and understood that any County department or agency facility may delete services for any equipment / facility (ies) when such service is no longer required during the contract period. Any facility / equipment no longer serviced will be formally deleted from the contract by formal modification of the award sheet.

2.18 SUB-CONTRACTING

The awarded bidder shall be the primary service provider. Awarded bidder(s) will be permitted to sub-contract portions of the work to competent sub-contractors, for water treatment services and for other trades except HVAC (e.g. Crane Services, Insulation, Pipe Welding and Electrical Work). The company name, contact person and a copy of their license/certificate shall be submitted to the Internal Services Department, Procurement Management Division for approval. The sub-contractors are the responsibility of the awarded bidder(s) and not the County. All sub-contractors performing work for the County shall be duly licensed prior to commencement of any work during the contract period.

Awarded bidder(s) shall be fully responsible to the County for acts and omissions of the sub-contractors and persons employed by them, as they are for acts and omissions of persons directly employed by them.

Any work or service to be performed by a subcontractor must have the prior approval of the County. The County reserves the right to approve, disapprove or dismiss any sub-contractors. Rejection of any subcontractor shall not entitle the awarded bidder adjustment of bid prices. The awarded bidder shall inform the County prior to scheduling any subcontractor's visit to any County facility.

Failure by the awarded bidder to have a subcontractor approved by Miami Dade County will not relieve the bidder of the responsibility to meet, comply with, and fulfill all of the terms and conditions of this contract.

Nothing contained in this bid solicitation shall be construed to create any contractual relationship between any sub-contractor and the County.

2.19 MIAMI-DADE COUNTY LIVING WAGE OR RESPONSIBLE WAGES

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To be determined by SBD.

2.20 EXEMPTIONS FOR FEDERALLY FUNDED ENTITIES

The contract to be awarded under this solicitation will be accessed by federally-funded departments. As a federally-funded agency, certain clauses within this Solicitation do not apply: Section 1 Paragraph 1.10 (Local Preference), Section 1 Paragraph 1.27 (Office of the Inspector General), Section 1 Paragraph 1.43 (Small Business Contract Measures), Section 1 Paragraph 1.35 (County User Access Program – UAP), and Section 1 Paragraph 1.44 (Disable Veteran’s Business Preference).

2.21 EXCLUDED SERVICES

Maintenance and repair of controls which are part of the Building Management System. Should the awarded bidder(s) identify any deficiencies of these controls, the bidder shall immediately notify the County Project Manager.

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SECTION 3
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3.1 PURPOSE

The purpose of this solicitation is to establish a full service contract to provide all necessary labor, transportation, material and equipment to furnish a comprehensive program of, inspections, testing, preventive maintenance, emergency repair, routine repair, boiler and water treatment services for air conditioning chiller systems and related equipment.

A. Scope of Work:

The awarded bidder shall regularly and systematically inspect all a/c chiller equipment, towers, pumps, pneumatic control air compressor stations and refrigerant monitors in accordance with factory prescribed and pre-approved maintenance checklists, at frequencies stated herein, and as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms necessary to render complete maintenance services and keep the A/C Chillers functioning properly in a safe operating condition.

All work performed under this contract shall be inclusive of any and all time necessary to meet the terms and conditions of this contract.

3.2 GENERAL WORKING CONDITIONS

- A. Awarded bidder(s) must recommend and provide to the County and effective refrigerant leak detection program designed around the chillers in the solicitation.
- B. Awarded bidder(s) must provide the county user departments with a copy of its policy and program of Chlorofluorocarbon (CFC) and waste oil handling. Awarded bidder(s) shall also comply with all ISO14001-2004 policies and regulations from the Regulatory and Economic Resources Department.
- C. Awarded bidder(s) service personnel shall report its arrivals and departures from the County buildings to the County Project managers or their designees and must log in and out the times of arrival and departure, as well as provide a reason for their presence at any County facility.
- D. Awarded bidder(s) personnel shall perform all work covered in this contract including examination, cleaning, adjustment, lubrication, repairs and replacements, during regular working hours. Shut-downs of approximately fifteen (15) minutes to one (1) hour maximum in duration are permitted during the performance of non-emergency inspections and repairs, and routine maintenance, except as otherwise noted. The Department's Project Manager, or designee, shall be notified in advance before any shut-down is initiated.
- E. Scheduled shut-downs for major work and repairs shall be coordinated with the Departments' Project Manager(s), or their designees, as standard procedure. Work longer than an hour in duration may be performed between the hours of 5:00 p.m. and 8:00 a.m. on weekdays, or on weekends, or on observed County holidays, as authorized in writing by the Department's Project Manager(s), or their designees.

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- F. Scheduled shift work beyond normal working hours may be required for maintenance of certain critical equipment. The awarded vendor must coordinate these shut downs with the Department Project Manager(s) or their designees.

3.3 CONTRACT PRE-COMMENCEMENT PROCEDURE

Awarded bidder(s) shall deliver to the using departments fifteen (15) days prior to the commencement of the contract, the following documents:

- A. A sample maintenance check list.
- B. A schedule of maintenance for each type of equipment listed in the contract and the estimated hours per week, per unit for inspections and preventative maintenance to be performed.

Awarded bidder(s) shall be required to attend a pre-maintenance meeting to accomplish the following. The meeting date will be announced by the user departments.

- A. Introducing the awarded bidder(s) supervisor(s), contact person(s), and the maintenance personnel who will be assigned to the contract.
- B. Reviewing the documents listed in items A and B above.
- C. Scheduling the start of the service contract.

3.4 REFRIGERANTS

Awarded bidder(s) shall be responsible, at no additional cost to the County to repair any and all refrigerant leaks to OEM standard except when there are catastrophic conditions not caused by the bidder.

- A. If the date of the manufacturers' refrigerant phase-out is escalated by Federal Law, the awarded bidder's obligation shall be adjusted to coincide with the new date. **The costs of such replacement refrigerants shall be at the awarded bidder's cost plus no more than a 20% markup.** The Miami Dade County Maintenance Supervisor will determine if the chiller will be retrofitted to the replacement refrigerant or repaired as required by the contract. If refrigerant replacement / chiller retrofitting is required the bidder shall supply a quotation for labor and material for these services.
- B. Awarded bidder(s) must have available, within seven (7) days after award on-site for immediate use, factory recommended equipment and tanks for each type of chiller within the awarded group, to properly remove and store refrigerants, while making chiller repair, equipment to recycle refrigerants to remove certain impurities, dry the refrigerant and separate the oil in accordance with the current Clean Air Act. Tanks shall be large enough to hold the full refrigerant charge of any one chiller covered under this contract. Used refrigerant containers are not to be substituted for a refrigerant storage tank.
- C. Awarded bidder(s) must have available off-site refrigerant reclamation services to remove and reclaim refrigerant. The reclamation services shall be done in accordance with the current Clean Air Act and purity standards ARI 700.

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- D. Awarded bidder(s) shall conform to all EPA regulations and report in writing per occurrence on a form provided by the County all refrigerant added, recovered, reclaimed or disposed of or accidentally discharged.
- E. Awarded bidder(s) shall assure that an adequate supply of refrigerant be available, at the bidders expense, to maintain the water chillers fully charged throughout the term of the contract.
- F. At the request of the county's project manager, the awarded bidder's recovery equipment shall be made available for inspection, either at the bidder's office or at the County facility where refrigerant recover will take place.

3.5 SERVICES

The awarded bidder shall provide the following services for chillers and various other Countywide water systems to include, but shall not be limited, to the following:

3.5.1 WATER TREATMENT SERVICES

The awarded bidder(s) and/or subcontractor shall comply with all requirements in this section for boiler and chilled water treatment services. The objective is to maintain a high quality chemical treatment and service program to maintain peak operating efficiencies and optimum corrosion prevention with safe application systems and environmentally friendly products for boilers, chillers and cooling towers. The following criteria are essential to the success of the County's water treatment program.

A. Chemical Feed and Monitoring Equipment

1. The existing chemical feed equipment is owned by each individual County facility. This equipment includes controllers, pumps, solenoids, pump feeders, timers, etc. If the existing equipment fails, breaks, or becomes ineffective the Contractor shall replace the equipment at no additional cost. Spare equipment shall be stocked at a central warehouse for the purpose of repairing failed equipment.
2. The awarded bidder shall maintain all chemical storage tanks and chemical containers located at each County facility.
3. Installation, maintenance and calibration of equipment shall be the responsibility of the awarded bidder. Installation is defined as mounting, setup and calibration only.
4. The awarded bidder will provide all necessary chemical piping from the chemical feed stations to the chemical injection points with the exception of all of the electrical piping which shall be provided by the County.
5. A complete description of installation requirements for all new chemical feed processes shall be provided to and approved by the facility manager before the implementation of the process.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

B. Plant Expansion

The capacity of certain plants could possibly increase to include additional chillers, ice storage and cooling towers. Connected load to the existing equipment may also increase. Additional capacity may be negotiated at the time services start to be applied to expanded facilities.

C. Chemical Programs

All chemical programs shall be specifically formulated for the make-up water source being used, the equipment operating conditions, and system metallurgy and pre-existing conditions. Dosages of all chemicals shall be specified in the terms of pounds of product to be added to the systems, at the time or service, and expected concentrations of the active ingredients in the water.

D. Corrosion Inhibitors

A single liquid product containing Molybdate/Phosphonate/Azole/Polymer is preferred for the open cooling tower system. The awarded bidder shall maintain control of the chemical makeup to enable compliance with the performance requirements of this solicitation. Should an oxidizing biocide be used the minimum active azoles level shall be 2ppm. In the absence of an oxidizing biocide the minimum active azoles concentration shall be 1.5ppm.

1. Use of molybdate, azoles program is preferred for closed systems. The control range shall be 80 to 100ppm as Mo, 10+ppm tolytriazole and pH range of 8.5 to 10.0. Nitrite containing products are not acceptable. Products shall be capable of performing corrosion control to the specification requirements notwithstanding the operational requirement of air injection into the Ice Tank Water. The closed systems are currently treated with a nitrite/molybdate borate product. Biological control has been an issue due to air injection into the Ice Tank. Removal of nitrite by bleed off is being considered.
2. For removal of nitrite from the Chiller system, the bleed off period is expected to be six (6) to eight (8) weeks. During bleed off, the system shall be protected from corrosion by maintaining a molybdate based open system corrosion inhibitor at 10 to 15 ppm as Mo and 2ppm as TT. The bleed off period is expected to be six (6) to eight (8) weeks and will require the use of approximately 1.8 million gallons of water. Following the bleed off, the appropriate corrosion inhibitor and biocide will be added.

E. Dispersants

Sufficient dispersant shall be added either as a component of the corrosion inhibitor or as a separate product to enable control of suspended matter.

F. Microbiological Control

SECTION 3
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TITLE

1. The contractor's program shall include a specific microbiological control program for both aerobic and anaerobic bacteria compatible with any other chemical present in the treated water systems. Use of two alternating biocides will be required.
2. For the condenser water system, use of 45% glutaraldehyde at minimum dosage of 75ppm or a 15% solution at a minimum dosage of 225ppm added once per week is desired.
3. Use of 1.5% isothiazolin as a second biocide at a minimum concentration of 75ppm is desired for the open systems added alternately once per week.
4. An alternate second biocide would be bromine added to attain a free halogen residual of 0.2 to 0.5ppm at least three times per week for a minimum of six (6) hours per addition.
5. Chemical feed shall be concurrent with cooling tower operation.
6. For chiller systems, use of 45% glutaraldehyde at 200 ppm is desired if effective and as needed. Alternate use of isothiazolline, or other biocide program should be considered. Products shall be capable of performing biological control to the specification requirements notwithstanding the operational requirement of air injection into the Ice Tank water.
7. The selection, control on dosage of micro biocides will ultimately be determined by the performance standards mutually agreed to by the County and Contractor.

G. Chemical Delivery

1. The awarded bidder shall deliver chemicals and products in a manner that is safe and acceptable to the County. The awarded bidder shall provide all liquid products for the treated water systems directly to the point of feed in a bulk delivery method. This method is intended to eliminate handling of chemical drums by the facility engineers. In the event that bromine tables are used, the awarded bidder shall be responsible for adding the tables directly to the bromine feeder.
2. The awarded bidder's delivery specialist shall have full commercial driver's license with HAZMAT endorsements. Use of common carriers will be acceptable; however, the awarded bidder shall be present to supervise the common carrier. The cost of all deliverables shall be included in the program cost.
3. A drum-less chemical feed program with suitable containment for each of the water facilities shall be provided to eliminate handling of chemicals by the facility engineers.

All deliveries shall be scheduled and pre-approved prior by each site Project Manager with a minimum of a 24 hour notification.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

H. Test Equipment

1. The awarded bidder shall supply the facility with sufficient test equipment and reagents to monitor the program for the duration of the contract. Operable existing test equipment may be utilized. A minimum of one each of the following pieces of test equipment will be provided by the awarded bidder to each County facility being serviced.
 - i. Conductivity Tester (Standard Calibration Solution)
 - ii. PH Tester (Standard Calibration Solution)
 - iii. Biological Dip Slides (BioSan BF or equal)
 - iv. Corrosion Inhibitor Test Kit (Hach DR 890 + UV lamp)
 - v. Free and Total Halogen Test Kit (if bromine is used at the facility as a biocide, Hach DR 890)
 - vi. Iron, Copper, Zinc Test Kit (Hach DR 890)
2. A manual outlining the control parameters, test instructions, product data sheets, emergency protocols for chemical spills/injuries, system descriptions, feed equipment manuals and Material Safety Data Sheets along with log sheets to enter the data shall be provided and maintained up to date by the awarded bidder at each County facility. The awarded bidder shall be responsible for training the plant personnel in properly running tests and keeping records.
3. The awarded bidder will be responsible for installation, inspection, calibration, and maintenance of all chemical feed and monitoring equipment. The awarded bidder will do all the testing of equipment to evaluate the chemical levels within the system being serviced. The awarded bidder shall supply all tools, equipment, and parts necessary to perform the scope of work. Any damages to equipment during performance of service or otherwise are sole responsibility of awarded bidder.

I. Safety

1. All mechanical and analytical reagents supplied by the contractor shall meet all applicable government regulations. The awarded bidder shall submit an MSDS for all products in use and proposed products. The Contractor will be responsible for providing up to date MSDS for all chemicals supplied including reagents.
2. The awarded bidder shall maintain a 24-hour hotline for emergency situations and shall provide the phone number and procedure to access the hot line including estimated response time in the event of an emergency.
3. The awarded bidder shall provide service and back-up engineers in a two-hour response time to any and all County water treatment locations.

J. Monthly Site Visits

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

The bidder will be required to visit every site requiring chemical servicing, at a minimum, once a month. During the site visit, documentation will need to be logged as validation of the site visit. Appointments will be set up with each individual facility administrator for each individual site visit.

K. Monthly Meetings

The awarded bidder shall maintain open communications with the County and should meet with County representatives on a monthly basis. The location of the meetings is to be determined by County staff.

L. Chemicals

1. The awarded bidder at no additional cost to the County will supply all chemicals as part of the service agreement. The entire list of chemicals to be used for treatment shall meet Occupational Safety and Health Administration (OSHA), and Environmental Protection Agency (EPA) standards. Proper packaging of all containers used when delivering and dispensing chemicals shall be adhered to. Proper safety precautions and handling practices shall be used to dispense chemicals per OSHA rules and regulations.
2. The awarded bidder shall have access to a lab facility. The County may establish independent lab testing prior to commencement of contract work. The turnaround time requirements for testing of water will be 24- hours, 3- days, or 7-day depending on the complexity of testing.

3.5.2 CHILLER PREVENTIVE MAINTENANCE

A. Preventative Maintenance:

Section 4.0, indicates the frequency in which each chiller should be provided with preventative maintenance. During these inspections the following should be done on each unit listed. Each inspection will be in accordance with the specific chiller's standards and, unless otherwise stated therein, will include, but shall not be limited, to the following:

1. Each Inspection: (equipment operating normally); Log equipment noting general condition, operating data, noises, vibration, temperature and pressure. Where applicable, inspect controls and safety devices, check for proper refrigerant solution, lubricant and water levels. Confirm control and equipment responses, adjust for normal operation, and provide inspection reports, including recommendations for corrective actions. Rotation of equipment and aforementioned tasks shall be performed where applicable.
2. Each inspection (equipment **not** normally operating, where applicable); Inspect hold down bolts and electrical connections, perform functional checks on control and safety devices, and provide inspection report identifying any problem area including recommendations for corrective actions.

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

3. Operation logs of Purge Units shall indicate length of operation, as compared to chiller's running time between readings. Progressively increasing running time reports of Purge unit operations must be properly documented.
4. Vendor(s) are responsible for maintaining glycol levels as indicated by OEM where applicable.

B. Oil and Grease Services

These services shall include all inspection report services plus those preventative maintenance tasks which do not require component disassembly, but may require inspection cover or plate removal. Unless otherwise stated herein, the Oil and Grease Service includes, but is not limited, to the following:

1. Awarded bidder(s) shall provide a yearly spectral-chemical oil analysis and provide a report in writing. (See section 3.6 D-Oil Analysis Test Report).
2. Change oil as required by analysis, routine lubricating, replace oil filters, replace refrigerant filters, touch-up painting, blow-down dirt legs/strainers, cleaning of control starter contracts, cleaning electronic modules, cleaning drain pans, and leak testing of any disassembled joints.

3.5.3 CHILLER FULL ANNUAL MAINTENANCE SERVICE

Full maintenance service shall include all preventative maintenance tasks as stated under Section 3.5.2 providing for the repair and replacement of new OEM (Original Equipment Manufacturer) moving parts that may have failed unexpectedly and may require disassembly and removal of available inspection covers, unless otherwise stated. Full maintenance service shall include but not be limited to:

- A. Replace yearly expendable parts, perform adjustment check and calibrate controls, measure and record accessible clearances, and leak test all joints of interconnecting refrigerant piping.
- B. Motor Starters, electrical wiring up to 6" from point of connection, variable frequency drives (VFD's), motor stators, motor rotors, dip and bake motor windings. Major repairs, including but not limited to, interconnecting refrigerant piping, any costs of expediting delivery of parts, all maintainable component repairs (and any maintainable components especially listed herein), but not limited to: all safety devices and controls that have a direct bearing on chiller operation, such as low water safety, oil safety flow switches, differential pressure switches, microprocessor – based control panels (including remote panels and controlling computer terminals) associated automatic valves affecting chiller operation and all unloading devices.
- C. Rewinding of motors, shall be performed by a service center authorized by the motor OEM and the County. This service shall be expedited in a timely manner.

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TITLE

- D. Thermal insulation removed from the chiller shall be reinstalled in a manner consistent with all applicable local, state and federal guidelines and/or standards. **Additional Insulation in the chiller room around pipes or pumps etc. will be on a time and material basis.**
- E. Inspect, test, maintain, service, repair or replace as required, all thermometers and water pressure gauges on the condenser and chilled water pipe within the chiller plants.
- F. Inspect, test, maintain, service, repair or replace as required, the refrigerant monitor systems existing in the chiller plants.
- G. Perform a major overhaul as required pending oil analysis and at the department's discretion.
- H. Perform repairs as required pending oil analysis recommendations.
- I. Vibration analysis services shall cover the following:
1. Perform vibration analysis as needed. Bidder(s) shall perform a vibration analysis with computer analysis showing velocity, acceleration and displacement on all three (3) planes.
 2. Provide all the equipment necessary for the analysis.
 3. Indicate instrumentation use and limits of the analysis, if any.
 4. Provide a graphic vibration signature in the horizontal, vertical and axial directions.
 5. Report the amplitude of vibration by velocity (inches/second) and frequency (cycles/minute).
 6. Indicate areas which exceed acceptable levels (.10 inches/second) of vibration amplitude, at discrete frequency.
 7. Provide recommended corrective action as required.
 8. Provide written report within 30 days of analysis. In the report indicate at which locations the signatures were obtained.
 9. Indicate re-analysis frequency based on results if more than once a year.

3.5.4 TUBE INSPECTION

The following services are to be performed by the awarded bidder at least once a year, to include but not limited to:

A. Tube Inspection

Bidder(s) shall remove condenser heads, perform an internal visual examination of the water side of tubes as well as the end bells and tube sheet and shall present a report to the County department(s) regarding any signs of internal damage.

B. Tubes Brush Cleaning

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

Includes tube inspection and the internal brushing of the water side of the heat exchanger tubes (cooler and condenser). Included are tubes that have factory installed brushes. Cooler shall be brushed on an as needed basis as determined by the user departments and the awarded bidder(s). **Groups GSA-Central Support Facility chillers is exempt from this clause.**

C. Tube Repairs – Refrigerant Side

Includes the repair or replacement of internal tubes, tube sheets, support sheets, distribution systems, oil components that contain or distribute refrigerant/lithium bromide within the equipment. This service covers tube failures that may result from the refrigerant/lithium bromide side of the equipment heat exchanger.

D. Tube Repairs – Water Side

Includes the repair or replacement of internal tubes, tube sheets, support sheets, eliminators and distribution system. This service covers all tube failures that may be the result of age. **Bidder(s) shall employ an independent consultant to monitor any water treatment work performed on all chillers listed in this solicitation.**

3.5.5 MULTI-YEAR PREVENTIVE MAINTENANCE SERVICES

Multi-year preventive maintenance service includes all preventative tasks plus those multi-year maintenance tasks which may require major disassembly, overhauling and reassembly. This service shall be provided if the applicable equipment listed herein receives at least the Multi-Year Service which is in addition to the Scheduled Service and it is normally performed at intervals greater than one (1) year according to the equipment manufacturers' standards.

The intervals for the Multi-Year Preventive Maintenance tasks will be determined by the awarded bidder's best judgment based on the equipment's application, operation hours, age and routine inspections results. Unless otherwise stated herein, the Multi-Year Preventive Maintenance Service includes but is not limited to the following:

Major internal maintenance to repair or replace with new OEM parts and/or components whose normal wear indicates repair or replacement is needed includes: All rotating assemblies, compressor valves/plates/cylinders, bearings, shaft, all internal clearances adjustments, internal cleaning refrigerant solution charge, and complete equipment leak testing, evacuation and dehydration where applicable.

A. Eddy Current Testing

Eddy current testing shall be included in this contract and shall be provided on all listed equipment. The testing will be scheduled with the County project manager, and may be coordinated at the same time chillers are down and open for their full annual maintenance service. Test shall be repeated on all equipment in intervals no less often than every three (3) years. Testing shall be done by a level II Certified Technician. The inspection report shall contain the following information:

1. Data Sheet

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

2. Summary of Inspection
3. Recommendations
4. Tube Sheet Layout
5. Tube Strip Graphics
6. Calibration Settings and Graphs
7. Calibration Procedures
8. Explanation of Abbreviations

Awarded bidder(s) will be responsible for re-insulation of chiller evaporators and associated piping disturbed during the tube cleaning or eddy current services.

3.6 RECORDS MANAGEMENT

A. Service Receipts

Awarded bidder(s) shall submit (identified with their invoice number and this bid number) to the Department Project Managers or their designees, a copy of the mechanic's service receipt indicating the date, time and nature of the service performed. These services receipts shall be signed by the Departments' Project Manager(s), or their designees, at the time the work is performed. If the service person cannot get Department Project Manager's signature, the service person will leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and so advise the Project Manager(s) the next working day.

B. Survey Reports

Awarded bidder(s) shall submit a written annual supervisor's report on the condition of all chillers to each County department. The inspection must be performed and signed by the awarded bidder's maintenance supervisor.

C. Chemical Treatment Services Reports

The awarded bidder shall provide the County, at minimum, monthly reports to include PH levels, conductivity results, iron levels, copper levels, zinc levels, calcium levels, molybdenum levels, phosphonate levels, and azoles present. All other levels that are measured shall be compiled into a "Biological Monitoring Results" spreadsheet to include desired ranges, inventory levels, and a list of adjustments made.

The awarded bidder shall provide, on a quarterly basis to the facility manager, a review summary containing the following information:

1. A statement of progress that has been made during the quarter, with recommendations for action during the next quarter.
2. A summary of all corrosion data, including a comparison to historical data. Pitting index and pitting mpy to be reported.
3. Laboratory analyses of all systems.
4. Summary of onsite testing using graphical format.
5. Accounting of chemical product shipments to date vs. annual estimate for chemical usage.
6. Provide an explanation for any variances from the proposal quantities.

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D. Oil analysis Test Report

Report must show job name and chiller location, model and serial numbers, type of oil and date of sample test. Test result sheet must show spectral-chemical analysis in parts per million by weight content of iron, chromium, nickel, aluminum, lead, copper, tin, silver, titanium, silicon, boron, sodium, potassium, molybdenum, phosphorus, zinc, calcium, barium, magnesium, antimony and vanadium. The report must also show the physical test for water in parts per million, total acid content, chloride in parts per million, viscosity at 72 degrees F. All tests must be performed by an independent certified lab.

E. Log

Awarded bidder(s) shall provide the departments' Project Managers with a written log for each department of all repairs and adjustments (including minor ones) made in addition to the preventative maintenance work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required correcting the problem. The County department(s) shall decide where the log books shall be kept. The awarded vendor(s) is to complete the log on each routine visit indicating the maintenance performed on all problems and the corrections made during each call-back and/or repair.

F. Refrigerant Forms

Awarded bidder shall use the approved refrigerant service forms provided by the maintenance department and shall return all completed forms whenever refrigerant services are performed.

G. Data Sheet

Awarded bidder(s) shall provide and maintain a system data log sheet for each facility. Once each month, the bidder shall record the following information, and a report with the results shall be sent to the project managers of each department. These reports shall include the following information:

- Discharge pressure
- Discharge temperature
- Suction pressure
- Suction temperature
- Oil pressure
- Oil temperature
- Chilled water return temperature
- Chilled water supply temperature
- Chiller Approach temperature
- Condenser water return temperature
- Condenser water supply temperature
- Condenser approach temperature
- Chiller motor amps on each leg
- Chiller motor voltage on each leg

SECTION 3
TECHNICAL SPECIFICATIONS

TITLE

H. Check Sheet

Awarded bidder(s) shall maintain on the job sites and have available for inspection at all times, a written check sheet and service ticket indicating the service routine or repair that has been performed on the most recent visit and the date of the visit. Copies of check charts will be submitted to the department Project Manager(s) on the anniversary of each contract year and at the conclusion of the contract.

DRAFT

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
, 2013



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

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

Issued by: ISD/PM Date Issued: This Bid Submittal Consists of Pages through

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

Title:

A Bid Deposit in the amount of _____ the total amount of the bid shall accompany all bids.

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

DO NOT WRITE IN THIS SPACE		
ACCEPTED _____	HIGHER THAN LOW _____	
NON-RESPONSIVE _____	NON-RESPONSIBLE _____	
DATE B.C.C. _____	NO BID _____	FIRM NAME _____
ITEM NOS. ACCEPTED _____		
COMMODITY CODE:		
Procurement Contracting Officer:		

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

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

SECTION 4
BID SUBMITTAL FOR:

FIRM NAME: _____

DRAFT

SECTION 4
BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Yes _____ No _____

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

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

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

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

Signature: _____ (Signature of authorized agent)

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

Print Name: _____ Title: _____

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



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who are awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

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

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

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

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

Signature of Proposer _____

Print Name _____

Print Title _____

Date _____