

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of up to four (4) diesel powered forklifts for the Miami-Dade Transit department (MDT).

2.2 DISADVANTAGED BUSINESS ENTERPRISE

There is no numeric race conscious DBE contract goal for this purchase. However, should the awarded Bidder retain the services of Disadvantaged Business Enterprise (DBE) firms on this project through race-neutral means, the awarded Bidder shall submit monthly the Subcontractor Monthly Report, reflecting such participation. See Appendix B for information on the County's DBE program requirements.

2.3 TERM OF CONTRACT

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

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible bidder who submits the lowest price for the item listed in the solicitation, and which meets the minimum requirements below:

2.4.1 Minimum Requirements:

- a. Bids will not be accepted from sources other than the vehicle's manufacturer or fabricator, or a licensed dealer thereof. The Bidder must provide authenticating documentation of its status.
- b. There must be a service facility capable of supporting the proposed sale and of performing warranty repairs and supplying needed parts located in Miami-Dade or Broward County. The service facility may be subject to the County's review and approval.
- c. Bidders who do not currently have a service facility capable of supporting the proposed sale, and of performing warranty repairs and supplying needed parts located within Miami-Dade or Broward County shall provide written verifiable proof that they will either establish a facility or enter into an agreement with a local facility to comply with this requirement. The County may require the apparent low bidder to furnish authenticating documentation of such status during evaluation. Failure to meet this requirement may result in that bid being deemed non-responsive.

Bidders shall provide copies of requested documents with their bid. However, the County reserves the right to request such documentation during the evaluation period. Failure to meet these requirements may result the bid being deemed non-responsive.

2.4.2 Bidders shall complete, sign, and upload all certificates found in Appendix A.

a. Buy America Domestic Content Calculation Documentation:

Upon notification from the County and within five (5) working days thereof, the apparent lowest responsive, responsible Bidder shall provide documentation from the manufacturer listing the vehicle content (US vs. Non-US) and the country where the final assembly takes place for the proposed vehicle. This information will be used to make an initial assessment that the proposed vehicle meets the 60% domestic content and final assembly in United States of America requirements as specified in the Code of Federal Regulations (CFR) 661.

Failure to provide said documentation within the time period specified above, or providing documentation that does not clearly show that the Buy America requirements are being met may render the Bidder's offer ineligible for award. The County may then request the documentation from the next apparent lowest responsive, responsible Bidder, and so on, or may reject all bids at the discretion of the County.

Except for the Buy America Certificate of Compliance in Appendix A, the County reserves the right to request any of the certificates or information requested herein anytime during evaluation of bids. The bidder may be given the opportunity to submit any of the above information in this section during the evaluation phase of the bid.

2.5 PRICES

If the Bidder is awarded a contract under this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract.

2.6 METHOD OF PAYMENT INVOICE FOR SINGLE DELIVERY

The awarded Bidder shall submit an invoice to the County user department that requested the items through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the diesel powered forklifts. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference (or include a copy of) 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 vehicles were delivered and accepted.

All invoices shall contain the basic information as stipulated in Section 1.34.

2.6.1 The County shall issue payment after completion of items (a) and (b) below:

a. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals as specified in Section 2, Paragraph 2.7.15).

- b. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the awarded Bidders Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue
Miami, Florida 33122

- c. These documents must be dated to coincide with the delivery of the equipment, send all papers to:

Internal Services Department
Administrative and Business Services Division
Capital Inventory Section
2225 N.W. 72nd Avenue
Miami, Florida 33122

- d. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.
- e. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.

2.7 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT**BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES/BROCHURES AND PRODUCT DEMONSTRATIONS**

- 2.7.1 Manufacturer's name, brand name and/or model number, when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used. When an equal product is bid, the Bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County will be sole judge of equality or similarity and the County's decision shall be final.
- 2.7.2 When "NO SUBSTITUTION" is used in combination with a manufacturer's name, brand name and/or model number, the named item is the only item that will be accepted by the County.
- 2.7.3 Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationery, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications.

NOTE 1: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

- 2.7.4 After the Bid Submittals have been evaluated by the County, the Bidder offering the lowest price, as stipulated in Section 2, Paragraph 2.4 of this solicitation may be required to demonstrate the equipment, which has been proposed, for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability as compared to the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the Bidder of such in writing and will specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the Bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the equipment in conformance with the Bid Specifications and its decision shall be final.

- 2.7.5 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's proposal. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment provided by the Bidder during the contract period shall be similar to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conforms to all bid specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval by the Board of County Commissioners, if required.

EQUIPMENT FURNISHED

- 2.7.6 The equipment furnished by the Bidder shall be new and the most recent model available. Demonstrator models are not acceptable. Any optional components that are required in accordance with these Bid Specifications shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of Bid Specifications shall be so governed. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the industry standards.
- 2.7.7 The equipment and features required are listed in the bid specifications (refer to Section 3, entitled "Technical Specifications"). The County may, after delivery and acceptance of the initial equipment ordered, make changes to the required equipment or equipment options supplied, provided; 1) such changes are mutually agreed between the awarded Bidder and the County, 2) all changes in per unit pricing are no more than the change in per unit documentable cost to the awarded Bidder, and 3) that the net amount of any such changes is no more than five percent of the per unit price originally bid. Bids requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

WARRANTY REQUIREMENTS

- 2.7.8 The awarded Bidder shall supply and be responsible for the vehicle's warranty.

Vehicles will be supplied with a warranty free of deductibles with no less than the following coverage:

- A. Twelve months (12) or 2,000 hours full vehicle bumper to bumper.
- B. Twenty-four months (24) or 4,000 hours on the power train.

When vehicle or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When vehicle or component manufacturers provide a warranty with less coverage than that stipulated herein, the vendor shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein. The warranty terms shall be subject to Delay In Start Warranty Program (commence when the vehicle is put into service), if available from the vehicle's manufacturer.

- 2.7.9 The awarded Bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.4.1 (b) within five (5) calendar days after the County notified the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded Bidder in writing that the Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the awarded Bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County, either through a credit memorandum or through invoicing.

OEM PARTS AND SERVICE AGREEMENT

- 2.7.10 The awarded Bidder and/or their local service representative may be required to enter into an Original Equipment Manufacturer (OEM) parts and service supply agreement with Miami-Dade County, during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid, the Bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard.

DELIVERY AND PAYMENT

- 2.7.11 All prices shall be quoted F.O.B. destination point. Deliveries are authorized at the County's Miami-Dade Transit, Materials Management Warehouse located at 3401 NW 31st Street, Miami, Florida 33142.

- 2.7.12 Delivery is required no later than one hundred and eighty (180) days from the date of issue of the purchase order for this acquisition. All deliveries are to be made in accordance with good commercial practice. All equipment delivered must be in full compliance with bid specifications and requirements, and must be in excellent condition ready to work. Upon verification of compliance with these requirements the County will accept the delivered equipment. See Paragraph 2.7.14 for delivery defected correction requirement.
- 2.7.13 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in Paragraph 2.7.12., the awarded Bidder shall be subject to charges for liquidated damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered on time and in acceptable condition and/or in accordance with the required delivery timeline schedule. This charge for liquidated damages is in addition to other remedies and timetable requirements listed in Paragraph 2.7.14 below.
- 2.7.14 The awarded Bidder shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the Bidder in writing that the Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the awarded Bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

PARTS, REPAIRS AND TRAINING MANUALS

- 2.7.15 The awarded bidder shall supply the County with a minimum of six (6) comprehensive owner's manual which describes the appropriate use of the equipment purchased, and six (6) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. The repairs manuals shall include electrical schematics specific to the units delivered. These manuals may be provided in the form of books or CD. As an alternative, these manuals may also be provided to the County via online with free unlimited access to read and print as needed.

ALTERNATE BIDS

- 2.7.16 Alternate bids are not permitted as part of this solicitation.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.0 SCOPE OF WORK

These specifications define the requirements for the procurement of four (4) ready to use diesel powered 6,000 lb. forklifts for Miami-Dade Transit (MDT) Department. The forklifts shall be a seated operator type forklift, equipped with seat belt and overhead guard. They shall meet all applicable OSHA and ANSI standards. These forklifts are intended for use in and around bus maintenance garages located in Miami-Dade County. This environment includes sub-tropical climate, grease, solvents, dust, and ground debris.

3.1 MINIMUM REQUIREMENTS:

3.1.1 Capacity and Performance

The unit shall have a minimum of 6,000 lb. lifting capacity at a 24 inch load center and rated capacity capable of lifting at least 1,500 lbs. to a height of 210 inches minimum at a 72 inch load center using the boom described in Section 3, Paragraph 3.1.3.1. This capacity shall include operation in the shifted mode. All ratings on the machine and in its brochures should acknowledge these minimum lift standards at 210 inches of fork height, and be inclusive of all usable tilt angles. Travel speed shall be 10 mph minimum fully loaded on a hard smooth level surface.

3.1.2 Uprights

The uprights shall have a minimum tilt capability of 6 degrees forward and 6 degrees rearward. The uprights lowered (overall height with mast closed or lowered) shall not be greater than 130 inches.

3.1.3 Forks

Forks shall be 72 inches in length, be constructed of heavy duty forged steel, and meet or exceed maximum load capacity of the unit. Mast shall be furnished with adjustable fork carriage with provision for locking forks in position to prevent the forks from drifting on the carriage during operation. Side shifter shall have the capacity to shift forks at least 3 inches left and right.

3.1.3.1 Lifting Boom

A lifting boom shall be provided with each forklift unit. The lifting boom shall be telescoping with an extended length of 72 inches minimum and a rated capacity of 6,000 lb. minimum. The lifting boom shall be Lift Master Booms, Model LMS-EBT-46-6 (Shorty Telescoping), manufactured by Vestil Manufacturing Company, or approved equal.

3.1.3.1.1 Salient Characteristics

The Salient Characteristics of the Lift Master Booms, Model LMS-EBT-46-6 (Shorty Telescoping) are:

- Telescopic unit extends to a minimum of 72 inches.
- Maximum weight of 300 lb.
- Infinite adjustable locking screw.
- Usable fork pockets for minimum of 6,000 lbs capacity.
- 36 inch safety restraint from boom to fork truck.

3.1.4 Chassis

The forklift shall have a chassis with frame and suspension designed to meet the specified performance and capacity requirements as recommended by the manufacturer to accommodate this application. Materials used for structure and body shall be inherently corrosion resistant or adequately protected from corrosion. Driver's seat shall be plastic or vinyl upholstered with back support and seat belt. The load rating for axles and tires shall be no less than the gross vehicle weight.

3.1.4.1 Dimensions

Forklift shall have a maximum overall width of 89.5 inches and maximum overall length of 200 inches. Ground Clearance shall be 4 inches minimum at lowest point and at center of wheelbase.

3.1.5 Power Plant

Power plant shall enable the forklift to meet the specified performance and capacity requirements. The power plant cooling system shall be adequate capacity for continuous use at ambient temperature of 110 degrees F. Power plant requirements are based on diesel engine package.

3.1.5.1 Engine

The unit shall have a diesel engine approved by the EPA to the latest applicable standards and recommended by the forklift's manufacturer for the weights and tasks specified and have at a minimum the following equipment:

- Oil and fuel filters (spin on type).
- Air cleaner with restriction indicator (dry replacement element)
- Oil pressure gauge
- Engine coolant temperature gauge
- Fuel gauge
- Battery charge gauge (volt or amp meter)
- Engine hour meter

The engine shall be equipped with an automatic shutdown. Automatic shutdown shall occur when parameters established by the manufacturer for low oil pressure, high coolant temperature and low coolant level are out of operating range. Shutdown systems that only de-rate are not acceptable.

The fuel system shall have a minimum of 10 gallons fuel capacity and shall be compatible with biodiesel fuel. The forklift shall be delivered with at least 5 gallons of fuel.

3.1.6 Transmission

The unit shall have automatic transmission with forward and reverse ranges and a transmission cooling package recommended by the manufacturer for this application. The unit shall have slow speed (inching) capability.

3.1.7 Hydraulic System

The hydraulic system shall be equipped with oil cooler and a reservoir of sufficient capacity to allow continuous operation without overheating of the oil. The hydraulic system shall have a spin on replaceable oil filter.

3.1.8 Electrical System

The unit shall have an on/off key switch, and shall have a 12-volt negative ground electrical system with heavy duty maintenance free battery. The unit shall have color coded wiring with fuses or circuit breakers to protect circuits. The unit shall be equipped with headlights, tail lights, stop lights, 4-way flashers, and amber strobe light located as recommended by the manufacturer for this application.

3.1.9 Brakes

The unit shall be equipped with service brakes and parking brake.

3.1.10 Steering

Power steering is required.

3.1.11 Wheels

The unit shall have puncture proof pneumatic load tires as recommended by the manufacturer for this application. Wheels shall be removable without disturbing the wheel bearings.

3.1.12 Safety

Unit shall have:

- Horn and back-up alarm.
- Controls that return to neutral when released.
- A bracket mounted ABC fire extinguisher in a location easily accessible to the operator.

3.1.13 Paint Color

DOT Safety Yellow

Solicitation Title: Forklift, Diesel Powered

Solicitation No. FB-DRAFT

SECTION 4

CHECKLIST FOR BIDDER REQUIREMENTS

This checklist is provided as a courtesy for Bidder's to upload requested documents through BidSync with the bid offer.

Refer to details in Section 2 and Section 3

CHECKLIST

Section 2 Special Terms and Conditions	UPLOADED
Evidence as vehicle's manufacturer, fabricator, or licensed dealer. (Paragraph 2.4.1.a)	—
Attach Product Information Sheets (Paragraph 2.7.1)	—
APPENDICES	UPLOADED
Appendix A (Federal Transit Administration Certificates) NOTE: If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, or certifies both compliance and non-compliance, that bid is non-responsive and cannot be considered (Per page 4 of 6 Appendix B).	—
Appendix B (Disadvantaged Business Enterprise {DBE} & Equal Employment Opportunity {EEO} Requirements)	—

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Section 2, Paragraph 2.4.1.b	Service Facility address located in Miami-Dade or Broward County.	—
	Provide complete Service Facility address:	

Appendix A

Certifications

EXHIBIT FED-DB-1

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(LOWER TIER COVERED TRANSACTION)**

The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Lower Tier Participant is unable to certify to the statement above, it shall attach an explanation, and indicate it has done so, by placing an "X" in the following space:

THE BIDDER OR OFFEROR, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THIS CERTIFICATION AND EXPLANATION, IF ANY.

IN ADDITION, THE LOWER-TIER BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

Signature of Participant's Authorized Official

Name and Title of Participant's Authorized Official

Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Date

EXHIBIT FED-BY2

BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

If the bidder does not submit a signed certification with the bid, submits the wrong certification of compliance, or certifies both compliance and non-compliance, that bid is non-responsive and cannot be considered.

Certification requirement for procurement of buses, other rolling stock and associated equipment. Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C). The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

- OR -

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) or 49 U.S.C. 5323(j)(2)(C), and 49 C.F.R. 661.5 or 49 C.F.R. Part 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, _____, _____
(Print Name) (Title)

representing _____, certify
that, based on _____
(Name of Company)

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by

_____ under Purchase Order or
Contract Number _____
(Name of Company)

_____ entitled _____
(Bid No.) (Bid Title)

I further certify that by _____ 20_____, _____
(Date) (Name of Company)

will be in compliance with 49 CFR part 655- Prevention of Alcohol and Prohibited Drug Misuse in Transit Operations. I understand that this will require that my company establish and maintain a comprehensive drug and alcohol program in accordance with each section of 49 CFR parts 655 and CFR 40.

ACKNOWLEDGMENT

Representative's Signature

PRIME AND SUBCONTRACTORS INFORMATION FORM

INSTRUCTIONS: To be completed by the prime and by all subcontractors that submitted a bid on the project.

BIDDER INFORMATION

Firm Name _____

F.E.I.N.* _____

Street _____ Suite No. _____

City _____ State _____ Zip Code _____

Prime Bidder? Yes _____ No _____ If No, enter name of Prime _____

Year Founded _____ Annual Gross Receipts: Under \$500k _____ Over \$500k _____

Phone No. _____ FAX No. _____ Email _____

SPECIALTY

USE APPROPRIATE TWO-DIGITS SBA STANDARD INDUSTRIAL CLASSIFICATION CODE (SIC):

Construction: Building--SIC 15 ___ Heavy--SIC 16 ___ Specialty Trades--SIC 87 ___

Professional Services (Architectural, Engineering, Accounting, etc.) SIC 87 ___

Goods, Equipment and Non-professional Services _____

MIAMI-DADE COUNTY CERTIFIED DBE:

Certificate Anniversary Date: ___/___/___ Ethnicity _____ Gender _____

AFFIDAVIT

I certify that I am an authorized representative of above named firm.

Signature	Name	Title	Date
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For MDC Use Only: Was the subject bid awarded to this bidder? Yes _____ No _____

Bid Description: _____ Bid No. _____

Percentage of DBE Goal _____ %

Appendix B

MIAMI-DADE COUNTY

FORKLIFT, Diesel Powered

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

& EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

FOR PURCHASES OVER \$2500 AND SERVICES OTHER THAN PROFESSIONAL

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XII. SANCTIONS FOR VIOLATION

I. GENERAL PROVISIONS

All vendors are required to register and use the Miami-Dade County Disadvantaged Business Enterprise (DBE) Tracking Software. In order to register, please go to: <http://www.miamidade.gov/transit/disadvantaged-business-enterprise.asp> and click on the DBE Tracking Software button in the center of the page to access the software LOGIN page. Click the "Register" link and complete the required information. During the registration process, a login/password will be created which will then be used as the vendor's login when using the system. The HELP menu option provides access to a user manual that instructs the vendor on the system's use.

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall DBE goal is 21.5%. **A separate contract goal has NOT been established for this project.**

II. DEFINITIONS. All definitions in 49 CRF § 26 apply to these provisions. The following additional definitions are provided:

- a. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
- b. Contracting Officer - The Director of the Miami-Dade Transit or his/her designee.
- c. Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.
- d. Goal - A percentage of the total contract price that is to be expended with certified DBE.
- e. Proposer- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.
- f. Race-neutral- A measure used to assist all small businesses, including female owned.
- g. Successful proposer - the proposer to which the Contract is awarded.

III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR§26.13(b)).

Disability Nondiscrimination.

It is hereby declared to be the national policy that elderly persons and persons with disabilities have the same right as other persons to utilize mass transportation and services; that special efforts shall be made in the planning and design of mass transportation facilities and services so that the availability to elderly persons and persons with disabilities of mass transportation which they can effectively utilize will be assured; and that all Federal programs offering assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301. [d].)

1. "In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

IV. REPORTS AND FORMS

- a. All proposers, as a condition of bidding on this project, must submit with its bid or proposal a completed Primes and Subconsultants Information Form, for itself and for each of its subconsultants. Failure to submit such completed Primes and Subconsultants Information Form may deem the proposer's proposal non-responsive. If such proposer is found non-responsive, such proposer shall be disqualified from participating in this project.
- b. Although no race-conscious measure applies to this procurement, should the successful proposer retain the services of DBE firms on this project through race-neutral means, the selected proposer shall submit monthly the Subcontractor Monthly Report, reflecting such participation. The Proposer shall not terminate for convenience, and the proposer shall obtain written authorization from the County prior to terminating a DBE.

c. The consultant must promptly notify the County, whenever a DBE subconsultant performing work on this project is terminated or fails to complete its work. The consultant then shall be required to make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without first obtaining prior written consent from the Contracting Officer.

V. COLLUSION AND FALSE STATEMENTS PROHIBITED

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarment proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

VI. COMPETITION REQUIRED

a. Where there are subcontracting opportunities, the Proposer shall afford DBE firms the maximum practicable opportunity to participate on the project. The Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. The Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

VII. PROMPT PAYMENTS AND RETAINAGE

Pursuant to 49 CFR part 26.29 and 26.37, prime consultants shall pay subconsultants, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime consultant will return retainage payments to the subconsultant, including DBE firms, within 30 days of the subconsultant's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

- a. Name of Subconsultant;
- b. Invoice date;
- c. Invoicing period;
- d. MDT Contract number;
- e. Subconsultant's invoice number; account number; and/or any other identifying number agreed by contract;
- f. Description and nature of work completed;
- g. Taxpayer Identification Number (TIN);
- h. Bank Information; and/or EFT and Financial EDI Statements

i. Contact person's name, title and Telephone Number.

j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.

(3) The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime consultant.

(4) The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

(6) The Prime and subconsultants will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.

(7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.

(8) The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

(9) If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.

(10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.

(11) Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of day late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.

(12) The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.

(13) A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

The Consultant may NOT hold retainage from its subconsultants and is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subconsultant's work by the County and consultant's receipt of the partial retainage payment related to the subconsultant's work, whichever comes first.

VIII. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The consultant or subconsultant shall maintain payrolls and basic payroll records during the

course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the consultant or subconsultant for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the consultant or subconsultant will permit such representatives to interview employees during working hours on the job.

5. Subcontracts

The consultant or subconsultant shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

IX. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

During the performance of this contract, the contractor itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

X. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Equal Employment Opportunity

In connection with the execution of this contract, the consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

B. Discrimination Prohibited

The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or any other remedy as The County deems appropriate. (49 CFR Part 26.13(b))

C. Nondiscrimination (General)

The proposer will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375

Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

Note: FTA directs the County, and the County requires each consultant or subconsultant to include the above paragraphs, A through C in each of its contracts.

XI. CONTINUED COMPLIANCE

MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate to ensure such compliance. Therefore, the contractor shall permit MDC and DOT to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

XII. SANCTIONS FOR VIOLATIONS

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.