SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

Miami-Dade County is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to replace the existing railcar hoist system, which is designed to lift Miami-Dade Metrorail cars to a height sufficient to perform undercar maintenance for the County’s Department of Transportation and Public Works (DTPW), in accordance with the terms, conditions, and specifications contained in this solicitation.

2.2 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been completed and accepted by the County’s authorized representative and upon completion of the expressed and/or implied warranty periods.

2.3 PRE-BID CONFERENCE (RECOMMENDED)

A pre-bid conference will be held on _________________ at the William Lehman Operations and Maintenance Center located at 6601 NW 72 Avenue, Miami, FL 33166, at 9:00 am to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the firm attend this conference to clarify as the “Cone of Silence” will be lifted during the course of the conference.

The Bidder is advised to examine the specifications carefully and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the services to be performed under the contract. No additional allowances will be made because of lack of knowledge of the specifications and conditions.

Bidders must bring this solicitation document to the conference, as additional copies will not be available. Representatives of the Department of Transportation and Public Works will be present to answer any questions that Bidders may have.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible bidder who meets the minimum qualifications and whose offer represents the lowest total costs to be incurred by the County.

If the awarded Bidder fails to perform in accordance with the terms and conditions of this contract, the Bidder may be deemed in default. If the awarded Bidder defaults, the County shall have the right to negotiate with the next lowest responsive, responsible Bidder.

The following documents shall be submitted with their proposals:

2.4.1 Provide a list of the firm’s key personnel, competent company representatives authorized to discuss matters pertaining to the contracted products, who can
provide manufacturing information, and who are cognizant of the industry and industry standards.

2.4.2 Bidder(s) shall provide contact information to include name of contact, email address, phone number and fax number for Primary (required) and Secondary (required) staff within the company who will be responsible for providing a response to Miami-Dade County.

2.4.3 Bidder(s) shall provide at least three (3) references. These references must be from customers for whom the bidder has successfully completed work as specified in Section 3 of this solicitation.

2.4.4 Provide current letters from the authorized manufacturers, on the manufacturer's letterhead, designating the bidder as the manufacturer, an agent, a dealer, a representative or a distributor of the OEM and/or 'equal to' equipment proposed to the County. Direct manufacturers shall provide manufacturer website and/or product catalog. The letter shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative. All manufacturer letters must indicate the vendors’ ability to furnish, install and provide training on all equipment.

2.4.5 Bidders must provide service proven in the rail industry authorized manufacturers with at least six (6) years in a rail maintenance shop environment.

In the event alternate manufacturer is proposed, contractor will furnish for approval substitution for approval by DTPW Project Team. The County reserves the right to reject any substitution that does not meet the County requirements.

2.5 PRICES

Prices provided in this Invitation to bid (ITB) shall be fixed, firm and valid for one (1) year from time of ITB opening.

2.6 ELIGIBILITY

In addition to section 1.15, a Contractor shall meet the following:

A General Contractor license is required, and must perform all work having experience in the removal and installation of rail vehicle lift equipment; in accordance with the contract drawings, engineering calculations and in compliance with American Disabilities Act (ADA), and other federal, state and local guidelines and code requirements.

2.7 DELIVERY

In addition to section 1.19, a Contractor shall meet the following:

2.7.1 Unless otherwise stipulated when the contract is awarded, work including any delivery of parts shall be completed as per agreed upon schedule by DTPW Project Manager which is to be determine, not to exceed one (1) year after the issue date of the purchase order. All deliveries shall be made in accordance with good
commercial practice and all required delivery timeframes shall be adhered to by the bidders; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.4.2 Should a bidder fail to deliver in the number of days stated above (see section 2.7.1), the County reserves the right to cancel its contract with the bidder on a default basis. If the bidder is terminated from the contract, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the cancelled bidder with any re-procurement costs.

2.4.3 Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

All deliveries are to be shipped F.O.B. Destination, Freight included.

The address of the removal and installation is William Lehman Operations and Maintenance Center located at 6601 NW 72 Avenue, Miami, FL 33166.

2.9 INDEMNIFICATION AND INSURANCE

Please refer to Section 1, Paragraph 1.22 for guidelines and insurance requirements. The insurance limits listed below supersede the limits specified in Section 1, Paragraph 1.22.

A. Worker’s Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance including Products and Completed Operations in an amount of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance, if applicable, covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:  
MIAMI-DADE COUNTY  
111 NW 1st STREET  
SUITE 2340  
MIAMI, FL 33128

2.10 COMPLIANCE WITH GOVERNMENT STANDARDS

All products and services to be purchased under this solicitation shall be in accordance with all government standards, to include, but not limited to, those issued by the Federal Aviation Administration (FAA), the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), and the Occupational Safety and Health Administration (OSHA). It shall be the responsibility of all bidders to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities during the term of any contract resulting from this solicitation.

2.11 FEES, PERMITS LICENSES AND COSTS TO COMPLETE THE PROJECT

In addition to section 1.15, a Contractor shall meet the following:

The awarded Contractor is responsible for all fees, permits, licenses and related costs to complete the project regardless of cost amount; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Awarded Contractor shall furnish all blue prints, Engineering Shop Drawings, Sealed Drawings, Engineering Calculations, any and all documents that may be required by Building Department and or Regulatory Agency at the cost of the contractor. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder. A successful bidder shall consider these fees upon completion of bid submittal.

2.12 ACCEPTED EQUIVALENT PRODUCT SUGGESTIONS

The Technical specifications contained on this solicitation can be used as reference and are not consider to be proprietary in nature. The specifications represent the minimum standard that is considered a satisfactory by Miami-Dade County. It is the Contractor’s responsibility to clearly identify a proposed equal in their proposal. If adequate information is not submitted with the proposal, it may be deem non-responsive.

The County shall have the sole determination of what is considered “EQUAL” and reserves the right to waive any minor variation. The County further reserves the right to award to the contractor which will result in the best interest of the County.
2.12.1 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. 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 stationary, 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: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

2.12.2 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 vis-à-vis 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.

2.12.3 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 awarded Bidder during the contract period shall be similar to the equipment used in the demonstration.

2.13 CONTACT PERSON

2.7.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Hendry Lopez, at (305) 375-3803 email – Hendry.Lopez@miamidade.gov.
2.7.2  To allow enough time for the County to respond, requests for clarification and additional information should be received at least 7 days before the Bid Opening Date via Bidsync.

2.14  **METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED**

In addition to section 1.35, the following applies to this solicitation:

The County shall provide partial payments for work completed by the Contractor during various phases of the work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the County user department that requested the work through a purchase order. Such invoices excluding the initial invoice, shall not be authorized for payment until such time as a County representative has reviewed and approved the work, which may be done at the County’s discretion through pictures provided by the Contractor showing the completed phase of the work assignment.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Department of Transportation and Public Works - Accounts Payable  
6601 NW 72 Avenue  
Miami, Florida 33166
SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This project consists of the replacement of an existing transit railcar hoist system located at the William Lehman Center maintenance facility. The existing railcar hoist system is designed to lift Miami-Dade Metrorail cars to a height sufficient to perform under car maintenance. Hoists raise the railcars by lifting a section of track under the wheels. Body supports engage the jacking pads on the railcar body in order to support an elevated car. Each railcar hoist system is arranged to handle and lift a married pair (2 semi-permanently coupled railcars) simultaneously. The scope of work shall include the removal and disposal of existing equipment to include the main structure, motors, gears, wiring, fasteners, control panels and all related components.

3.2 GOODS / SERVICES TO BE PROVIDED

Awarded Contractor is responsible for the removal and disposal of the existing lifts, site clean-up and restoration of work area to its original condition.

The following equipment shall be replaced:

- Three (3) replacement deep pit railcar hoist systems for lifting and de-trucking operations. Each system consists of four (4) car hoists, rated at twenty five (25) tons capacity each and eight (8) body supports, rated at (12.5) tons each and lifting height of at a minimum 6 feet. Each railcar hoist and pair of body supports shall include: pit covers, main and remote operators stations, motors and controls. The raising and lowering of railcars shall be accomplished from a Master Control Station (MCS). There is one (1) MCS per car hoist system. Each car hoist shall also include a Remote Control Station (RCS) to operate an individual car hoist to facilitate removal of bogie trucks. One (1) RCS shall be provided per railcar hoist.

- Two (2) replacement shallow pit truck repair hoists, each rated at seven and a half (7.5) tons capacity, with a lifting height of at a minimum 6 feet; include motors, controls and pit covers.

- Six (6) manually operated truck turntables with at least two locking mechanisms (per turntable). Each locking mechanism must be designed to operate independently and safety rated to secure and lock the turntable in place during train movement (double redundancy for the locks).

All equipment, including wiring and controls, shall be installed and routed through the existing building foundation, structure and conduits. In the event existing conduit requires replacement, contractor shall replace at no additional cost to the County. Minor modifications to the concrete structure such as drilling holes for bracket, anchors, etc. which are absolutely necessary, shall be subject to the approval of Department of Transportation and Public Works (DTPW).

The address of the removal and installation is William Lehman Operations and Maintenance Center located at 6601 NW 72 Avenue, Miami, FL 33166.
Awarded Contractor shall replace and install all equipment as outlined below. Replacement equipment shall be of the specified manufacturer or authorized ‘Equal To’ manufacturer that meets the technical specifications.

Authorized Manufacturers
- Whiting
- Macton
- Duff-Norton

3.3 Equipment requirements and features (or equivalent):

- Pit covers consisting of non-slip diamond plate steel which support a uniform load of 300 PSF or a 6,000 lbs. concentrated load, over a 6" diameter area or equivalent.

- Adjustable wheel stops on each rail to prevent the rail vehicle from rolling in either direction. Automatic wheel stops that rotate into position as the rail raises are provided at both ends of the lifting rail or equivalent.

- Self-Locking Nuts – Self-locking screw jacks with bronze nuts – The system is designed to be fail-safe so as to support the truck in the event of power or mechanical failure (requires power to raise or lower) or equivalent.

- Steel Safety Nuts – As noted above, screw jacks include a steel follower safety nut to support the load in the event that the bronze load nut fails or equivalent.

- Limit sensors to control the upper and lower limits of travel or equivalent.

- Nut Wear Sensors – Nut wear indication sensors in each jack assembly to warn if the bronze nut has worn past an acceptable level or equivalent.

- Warning Lights / Horns – Warning lights and/or horns to advise when equipment is in operation or equivalent.

- Optional Feature - Automatic gas-shock-operated pop-up cover plates for floor openings when the hoist is raised above floor level. The addition of this feature is optional but desirable by the County.

- Screw hoist is desirable, but hydraulic is acceptable.

- Pit Lighting – LED fixtures capable of lighting pit area.

3.4 Warranty

In addition to section 1.7 and 1.8 of the General Terms and Conditions, the following applies to this solicitation:

The Contract(s) shall supply a copy of the manufacturer’s and/or supplier’s certificates of warranty with its bid submittal. If written warranty is not provided in the bid submittal, the Bidder(s) may be given the opportunity to submit this document to the County during the bid evaluation period in its best interest. The warranty certificates shall provide a comprehensive liability of all components which are covered under the standard warranty. Under no circumstances shall the County accept
a standard warranty period of less than twenty-four (24) months from the date of acceptance of the equipment. The warranty supplied by the Contractor(s) shall remain in force for the full period identified by the bidder; regardless of whether the Contractor is under contract with the County at the time of defect.

Correcting Defects Covered Under Warranty

The Awarded Vendor shall promptly correct any deficiency, at no cost to the County, within seven (7) calendar days after the County notifies the Awarded Vendor of such deficiency in writing. If the Awarded Vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Awarded Vendor, in writing, that the Awarded Vendor may be debarred and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Awarded Vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Awarded Vendor in default of its contract, and/or (b) procure the products or services from another Vendor and charge the Awarded Vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

3.3 TRAINING OF DTPW EMPLOYEES

The awarded Contractor shall provide a minimum of five (5) training classes to accommodate up to fifteen (15) DTPW employees per class, covering lift operation and maintenance. Training locations and times will be determined at a later time.

3.4 INSTALLATION AND WORK SCHEDULE

All equipment shall be replaced and installed as per agreed upon schedule by DTPW Project Manager, not to exceed one (1) year from the day a purchase order is issued. This schedule is tentative and may be modified by the contractor to ensure compliance and effective maintenance practices, with consent and approval of the project manager. If any unscheduled changes in the assigned schedule are required, the contractor shall immediately notify the project manager. Work may be scheduled around the clock at the approval of DTPW. Only (1) set of deep pit railcar hoist systems may be out of service at any time as a result of the work being conducted.

The official date of installation is the date when the lift/equipment is fully functional, all warranties expressed in Section 1.7 of this solicitation shall be effective at this time. Post installation maintenance will be conducted internally by DTPW facilities maintenance staff upon satisfactory training outlined in Section 3.3 of this solicitation.

3.5 CLEAN UP

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

3.6 Operating Manuals and Drawings

The awarded Contractor shall provide five (5) hard copies and one (1) electronic copy of operating manuals. One (1) set of electronic preliminary drawings must be submitted and approved by
DTPW prior to the fabrication of lifting equipment and commencement of any work. DTPW shall have 2 weeks to review and approve preliminary drawings, followed by 2 weeks to review and approve any subsequent changes or modifications to the preliminary drawings. One (1) electronic and two (2) hard copies of final drawings shall be submitted and approved by DTPW prior to the release of final payment to the contractor.