



**BID NO.: IB5709-0/16**

**OPENING: 2:00 P.M.  
FRIDAY  
December 3, 2010**

**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION  
TO BID**

**TITLE:**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

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

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

**FOR INFORMATION CONTACT:**

Ana M. Rioseco at 305-375-3704  
[ariosec@miamidade.gov](mailto:ariosec@miamidade.gov)

**IMPORTANT NOTICE TO BIDDERS:**

- Failure to complete the certification regarding Local Preference on page 38 of Section 4, Bid Submittal Form shall render the vendor ineligible for Local Preference
- Failure to sign page 38 of Section 4, Bid Submittal Form will render your bid non-responsive

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

## INVITATION TO BID

Bid Number: IB5709-0/16

Title: Floor Machine Parts and Repair Service, Pre-Qualified Pool of Vendors

Procurement Contracting Agent: Ana M. Rioseco

Bids will be accepted until 2:00 p.m. on December 3, 2010

At the:

Department of Procurement Management  
Vendor Assistance Section  
Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, 13th Floor  
Miami, Florida 33128-1983

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 305-375-1530.

### Instructions:

- The DPM Vendor Assistance Unit business hours are 8:00am to 5:00pm, Monday through Friday. Additionally, the Unit is closed on holidays observed by the County.
- Each Bid submitted shall have the following information clearly marked on the face of the envelope:
  - The Bidder's name
  - The Bidder's return address
  - The Bid number
  - The Bid opening date
  - The title of the Bid
- All Sealed 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.
- Included in the sealed envelope or container shall be an original and two copies of the Bid Submittal, the required Affidavits, plus attachments if applicable.
- The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/DPM/SOLICITATIONLIST.ASPX).

Failure to comply with the submittal instructions may result in your Bid not being considered for award.

### NOTICE TO ALL BIDDERS:

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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

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

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidadade.gov/dpm](http://www.miamidadade.gov/dpm)

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

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidadade.gov](http://www.miamidadade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**C. PUBLIC ENTITY CRIMES**

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

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.4. CANCELLATION OF BID SOLICITATION**

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

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

**1.6. CONTRACT EXTENSION**

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

**1.7. WARRANTY**

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

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County

User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

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

**1.10. LOCAL PREFERENCE**

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

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

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

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

**1.14. PACKAGING**

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

**1.15. SUBCONTRACTING**

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

**1.16. ASSIGNMENT**

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

**1.17. DELIVERY**

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

**1.18. RESPONSIBILITY AS EMPLOYER**

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

**1.19. INDEMNIFICATION**

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

**1.20. COLLUSION**

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

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**GENERAL TERMS AND CONDITIONS**

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

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

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

**1.27 PRE-AWARD INSPECTION**

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

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

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

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability

and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

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

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

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

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

**1.31 LOBBYIST CONTINGENCY FEES**

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

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

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

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

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**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

The purpose of this Invitation to Bid (ITB) is to establish a contract to pre-qualify bidders for future pricing competition. This initial solicitation provides for the submission of qualification requirements intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification list that may be accessed by County departments in order to obtain price quotations for the provision of floor machine parts and repair Service in conjunction with the County's needs.

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

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

A 10% percent bid preference shall apply to contracts valued up to \$1 million and a 5% percent bid preference shall apply to contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Small Business Development at 305-375-CERT (2378) or access [Miami-Dade County - Small Business Development - Certification Process](#)

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

**2.3 PRE-BID CONFERENCE - INTENTIONALLY OMITTED**

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the month of the five (5) year period.

**2.5 OPTION TO RENEW - INTENTIONALLY OMITTED**

**2.6 METHOD OF AWARD: USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES**

Approved bidders will be placed on a "Pre-qualified Bidders List" which will be accessed by the various County departments, as needed, to obtain Spot Market quotations. To

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facilitate the quotation process, the pre-qualified vendors will be categorized by brand names for floor machines. These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County.

Bidders shall clearly print and complete the brand names they are offering in Section 4 page **35**. Most commonly used brand names used by the County are specified in Section 3, Paragraph 3.2. Bidders can offer additional brand names. These additional brand names must be relevant to the list in Section 3.2. The County reserves the right not to award any brand names suggested by bidders.

2.6.1 Award will be made to all responsive, responsible bidders who meet or exceed the minimum requirements set forth in this solicitation. The requirements are as follows:

- 2.6.1.1 The bidder shall maintain an office staffed by competent company representative(s) authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.
- 2.6.1.2 The bidder shall be equipped with modern office equipment, especially a dedicated phone, facsimile (FAX) machine and/or an e-mail address. All resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.
- 2.6.1.3 The bidder shall be regularly engaged in the business of providing Floor Machine Parts Service and Repairs.

Two (2) references, consisting of existing or past customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have received from the bidder in the past three (3) years the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the sales of floor parts and repair service.

- 2.6.1.4 Bids will only be accepted from bidders which have service facilities located in South Florida (defined as Dade, Broward, Palm Beach and Monroe Counties) and can provide parts and repair service.

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2.6.2 Proof of Compliance to the Solicitation's Requirements

All bidders are required to submit with their bid all the 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 bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, may result in the bidder's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the minimum qualification requirements.

2.6.3 Spot Market Quotations

Bidders meeting these minimum requirements shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as needed or on a periodic basis. When such spot market purchases and repairs are initiated, the pre-qualified vendors will be invited via e-mail or fax to offer a fixed price for a specific individual floor part purchase and repair service, or for a specific period by the user department(s).

The bidder offering the lowest fixed price for the specific individual part purchase and repair service or specific period shall be awarded the quote. The award to one vendor for a specific individual action or period does not preclude the remaining pre-qualified vendors from submitting spot market offers for other purchases.

It will be the County department's prerogative to contact all the pre-qualified bidders in the affected brand name of the product to request a quotation or use a rotating system to request quotations from a number of pre-qualified bidders. In general, written spot market quotes will be gathered from at least four (4) vendors whenever possible. The pre-qualified bidder offering the lowest fixed price shall be awarded the order, provided that the products proposed by the pre-qualified bidder meet the order's specifications and requirements.

2.6.4 Total Number of Pre-Qualified Vendors Shall be Determined by the County

It shall be the sole prerogative of the County as to the total number of pre-qualified vendors on this contract. During the term of this contract, the County reserves the right to receive additional submittals, add pre-qualified vendors, and add or delete brand names, as it deems necessary. If the County elects to add vendors, they must meet the same minimum requirements established for the original competition.

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**2.7 PRICES - INTENTIONALLY OMITTED**

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT - INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT - INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES - INTENTIONALLY OMITTED**

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

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

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

**CERTIFICATE HOLDER MUST READ:      MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

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

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30)

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calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.22 of this solicitation.

**2.12 BID GUARANTY - INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND - INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS - INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED**

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

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

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

III. Pricing Information:

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

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IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

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

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

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various locations.

**2.17 DELIVERY REQUIRMENTS: DELIVERY OF SERVICE SHALL BE TEN (10) DAYS AFTER DATE OF ORDER UNLESS OTHERWISE SPECIFIED IN THE SPOT MARKET QUOTATION**

The awarded bidder shall provide service within ten (10) calendar days after the date of the order, unless otherwise specified in the spot-market quotation. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the spot market purchase is awarded fail to deliver within the specified delivery time frame, including any County authorized back-order allowance, the County may cancel the spot market purchase for default. If the spot market purchase is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the affected vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate its contract with the vendor for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall not release orders to County employees without the County's written authorization and County employee identification. The vendor shall maintain a copy of the written authorization and document the County employee's identification. If

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the vendor is in doubt about any aspect of material pick-up, the vendor shall contact the issuing department to confirm the authorization.

**2.18 BACK ORDER ALLOWANCE SHALL REQUIRE WRITTEN AUTHORIZATION**

The County shall not accept any back orders from the vendor, unless written authorization is issued by the user department during the spot market quotation request. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored.

**2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE**

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material as follows:

1. **For Parts:** Warranty shall be, for a minimum period of one (1) year after the date of acceptance of the 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 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 does not constitute a waiver of these warranty provisions.
2. **For Labor:** Warranty shall be ninety (90) days from acceptance.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder 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 bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified 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 bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

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**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Ana M. Rioseco, at (305) 375-3704 email – [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov).

**2.21 UAP: COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

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

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

**Joint Purchase**

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

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

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

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**Vendor Compliance**

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

**2.22 LIVING WAGE:**

Bidders providing a covered service are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply to any contract(s) awarded pursuant to this bid or issuance of a GASP/Permit or other Service Contract agreement by Miami-Dade County Aviation Department. By submitting a bid pursuant to these specifications, a bidder is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at [www.miamidade.gov](http://www.miamidade.gov).

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information.
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

**1. DEFINITIONS**

- A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.
- B. "Applicable department" means the County department(s) using the service contract.
- C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.
- D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Governing Legislation or Living Wage Ordinance and the Administrative Order.
- E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust or a Permit or Lease agreement with Miami-Dade County Aviation Department.

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- F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.
- G. "County" means the government of Miami-Dade County or the Public Health Trust.
- H. "Covered employee" means anyone employed by any service contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the service contractor's contract with the County.
- I. "Covered employer" means any and all service contractors and subcontractors of service contractors providing covered services. Service contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
- (1) the service contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
  - (2) the service contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or
  - (3) the service contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the covered services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:
- (1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over \$100,000 per year for the following services:
    - (i) food preparation and/or distribution;
    - (ii) security services;
    - (iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
    - (iv) clerical or other non-supervisory office work, whether temporary or permanent;
    - (v) transportation and parking services including airport and seaport services;
    - (vi) printing and reproduction services; and,
    - (vii) landscaping, lawn and/or agricultural services.

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- (2) Services provided to Miami-Dade County Aviation facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.
- (i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
  - (ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;
  - (iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
  - (iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;
  - (v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

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- (vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
  - (vii) Janitorial Services;
  - (viii) Delayed Baggage Services;
  - (ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,
  - (x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.
  - (xi) In warehouse cargo handlers.
- K. "Debar" means to exclude a service contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.
- L. "Living wage" means the minimum hourly pay rate with or without a health benefit plan as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.
- M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on complaints filed by employees and making recommendations to the County Mayor and Commission.
- N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

**2. MINIMUM WAGES AND POSTING OF INFORMATION**

- A. All covered employees providing covered services shall be paid a living wage in accordance with the current rate for the given year in the manner provided for herein for the adjustment of the Living Wage rate. When the covered employer seeks to comply with the Code by choosing to pay the wage rate applicable when also providing a qualifying Health Benefit Plan, such health benefit plan shall consist of a per hour contribution towards the provision of a Health Benefit Plan

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for employees and, if applicable, their dependents in accordance with the current rate for the given year. Proof of the provision of such a health benefit plan must be submitted to the awarding authority to qualify for the wage rate for employees with a health benefit plan.

- B. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a health benefit plan. If the service contractor pays less than the required amount for provision a health benefit plan provided in this section, then the service contractor may comply with the Living Wage requirements by paying the difference between the premium it pays for the health benefit plan of the Covered Employee and the minimum amount required by this section for a qualifying health benefit plan. The service contractor may require that all employees enroll in a health benefit plan offered by the service contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Health Benefit Plan for purposes of this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in §627.6699(12)(a)Florida Statutes.
- (1) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:
- i. A Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
  - ii. If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer, commencing on the ninety-first (91) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- C. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.
- D. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

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- E. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of the Department of Business Development, 111 Northwest First Street, 19th Floor, Miami, FL, 33128, (305) 375-3134.
- F. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such service contractor.

**3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING**

- A. In the event of any underpayment of required wage rates, the contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to \$500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.
- B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Department of Business Development (DBD) for depository into the DBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.
- C. The County may withhold from a service contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the service contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written

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notice to the service contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

- D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.
- E. A covered employer who fails to respond to a notice of non-compliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by DBD after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of non-compliance. Once the determination is made by DBD, the notice or determination of non-compliance will stand. In the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the covered employer may be fined the applicable penalty for such underpayment as follows. In the case of underpayment of the required Living Wage rate, the amount equal to the amount of such underpayment may be withheld from the covered employer and remitted to the employee and in addition, the covered employer may also be fined for such non-compliance as follows:
- (1) For the first underpayment, a penalty in an amount equal to 10% of the amount;
  - (2) For the second underpayment, a penalty in an amount equal to 20% thereof;
  - (3) For the third and successive underpayments, a penalty in an amount equal to 30% thereof;
  - (4) A fourth violation shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.

Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray DBD's costs of administering the Living Wage provisions. If the required payment is not made within a reasonable period of time, the non-complying Covered Employer and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County Living Wage contracts for a period of three (3) years.

**4. PAYROLL; RECORDS; REPORTING**

- A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years.

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The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

- B. The service contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.
- C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.
- D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees hired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.
- E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The service contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. **SUBCONTRACTS**

The service contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The service contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. **PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT**

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- A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.
- B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:
- 1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;
  - 2) The penalties assessed;
  - 3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,
  - 4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.
- C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.
- D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.
- E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and

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request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a service contractor that has been found to violate Section 2-8.9.

- F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed three (3) years, a service contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a fourth time, the non-complying covered employer's service contract with the County may be terminated.
- G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract/ Permit or Lease Agreement and may be grounds for termination of the contract, Permit or Lease Agreement and grounds for debarment, and any other remedies available to the County.

**2.23 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT**

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$98.25 per applicant per year. Therefore, the vendor shall obtain and pay for ID cards for each of his /her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

**2.23.1 SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT (MDCR)**

- a. Miami-Dade Corrections and Rehabilitation Department (MDCR) operates under strict security regulations. These regulations involve the issuance of "Contractor Pass" after performing a complete CJIS System (QRU) background check of individuals who are required to enter the restricted areas of all correctional facilities within six month period. Prior to issuing the contractor's pass, proper valid identification must be obtained from each individual contract worker. Without proper valid identification, passes will not be issued. If a worker is found to have a prior

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felony arrest, or open charges within the last two years in Miami-Dade County, a pass will not be issued. Individuals found to have open charges will be reported to the appropriate law enforcement agency by the Shift Supervisor/Commander. Permanent passes will be purged every six (6) months, and may be reissued only after the contract worker submits proper identification for the QRU security check.

- b. Tools which are introduced into any MDCR facilities by contractors/public agencies are required to be logged in and out at the point of entry and exit. The Tool Control Officer shall check and verify compliance with procedures for checking in/out tools "Visitor's Tools Sign-in/Sign-out Log." This log shall be maintained at the sally port entrance(s) designated by each Facility Supervisor for contractor entrance and exit. A correctional employee will be assigned to escort trade persons/contractor while in the facility.

**2.24 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference.

**2.25 LOCATION AND DESCRIPTION**

The floor machines subject to this solicitation are as follows:

**AVIATION:**

Warehouse Bldg 3040  
4331 NW 22<sup>nd</sup> Street  
Miami, FL 33122

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Scrubber	Advance Adgressor	3220C

**COMMUNITY ACTION AGENCY**

Ophelia E. Brown-Lawson  
16425 NW 25<sup>th</sup> Avenue  
Miami Gardens, FL 33054

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC898
1	Floor Machine	Minute Man	4HY91
1	Cleaner Steam Vacuum	Hoover	C3820

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Carrie P. Meek  
1900 NW 75<sup>th</sup> Street  
Miami, FL 33147

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC899

Colonel H. Zubkoff  
55 NW 199<sup>th</sup> Street  
N. Miami Beach, FL 33169

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
2	Commercial Vacuum Cleaner	Sanitaire	SC899
1	Floor Machine	Minute Man	4HY91
1	Cleaner Steam Vacuum	Hoover	C3820

JFK – John F. Kennedy  
1075 NE 167<sup>th</sup> Street  
Miami, FL 33162

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC886
1	Cleaner Steam Vacuum	Hoover	C3820

Oak Grove  
15640 NE 8<sup>th</sup> Avenue  
Miami, FL 33162

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC899

North County  
3201 NW 207<sup>th</sup> Street  
Miami Gardens, FL 33055

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC899

South Pointe  
1050 Fourth Street  
Miami Beach, FL 33139

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC886

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Fienberg-Fisher  
1420 Washington Avenue  
Miami Beach, FL 33139

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC888

Biscayne  
800 77<sup>th</sup> Street  
Miami Beach, FL 33141

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC866
1	Commercial Vacuum Cleaner	Eureka	C2132

Treasure Island  
7450 E. Treasure Drive  
Miami Beach, FL 33141

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC679
1	Commercial Vacuum Cleaner	Sanitaire	SC886

Leisure City  
14835 Fillmore Lane  
Leisure City, FL 33032

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC888
1	Floor Machine	Minute Man	4HY91

William A. Chapman  
27190 SW 140<sup>th</sup> Avenue  
Miami, FL 33032

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC888

Caleb Head Start  
5400 NW 22<sup>nd</sup> Avenue, #C  
Miami, FL 33142

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Machine	Minute Man	4HY91
3	Allergen Filtration Vacuum Cleaner	Sanitaire	SC888

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South Miami  
6125 SW 69<sup>th</sup> Street  
South Miami, FL 33143

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC899

Perrine  
17801 Homestead Avenue  
Perrine, FL 33157

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
2	Commercial Vacuum Cleaner	Sanitaire	SC899

CPH-North  
1550 N. Miami Avenue  
Miami, Florida 33136

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC899

CPH-South  
25205 SW 125 Ave  
Homestead, FL 33170

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Machine	Minute Man	4YH91

Culmer Neighborhood Center  
1600 NW 3<sup>rd</sup> Avenue  
Miami, FFL 33136

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC679

Jackson Dade  
801 NW 17<sup>th</sup> Street  
Miami, FL 33136

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Eureka	C2132

Douglass  
314 NW 12<sup>th</sup> Street  
Miami, FL 33136

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Commercial Vacuum Cleaner	Sanitaire	SC679

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Bethune  
2900 NW 43<sup>rd</sup> Terrace  
Miami, FL 33142

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
2	Commercial Vacuum Cleaner	Sanitaire	SC888
1	Floor Machine	Minute Man	4HY91
1	Commercial Vacuum Cleaner	Sanitaire	SC679

Liberty Square  
6304 NW 14<sup>th</sup> Avenue  
Miami, FL 33147

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Machine	Minute Man	4HY91

Isaac A. Withers  
21300 NW 122 Ave  
Goulds, FL 33170

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Machine	Minute Man	4HY91
1	Commercial Vac	Sanitaire	SC888
1	Floor Machine 22"	Minute Man	MC830
1	Floor Machine	Castex	PE800

**CORRECTIONS**

Turner Guilford Knight Correctional Center (TGK)  
7000 NW 41<sup>st</sup> Street  
Miami, Florida 33166

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
10	Floor Buffing Machine	Advance Pacesetter 20HP	0140A
4	Wet/Dry Vacuum Cleaner	Clarke	STV10
5	Burnisher	Advance Advolution 20XP	53788A
3	Pressure Washers	Chore Master 2000	GPH 200 om11
8	Floor Dryers	Allegro Industries 3 Speed	9519-03

**SECTION 2  
SPECIAL CONDITIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

Women Detention Center (WDC)  
1401 NW 7<sup>th</sup> Avenue  
Miami, Florida 33138

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Buffing Machine	Minuteman	M224000#
1	Burnisher	Advance Advolution 20XP	53788A
2	Wet/Dry Vacuum Cleaner	Dayton	3VE21
2	Floor Scrubber	Clarke	C2K200
1	Floor Scrubber	Kent	Select Line 20HD
1	Pressure Washer	Honda	GX390
1	Pressure Washer	Honda	GX340

Metro West Detention Center (MWDC)  
13850 NW 41<sup>st</sup> Street  
Miami, Florida 33178

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
13	Wet/Dry Vacuum Cleaner	Dayton	4YE58
12	Floor Buffing Machine	Advance Pacesetter 20HP	01460A
4	Burnisher	Advance Advolution 20XP	53788A
4	Wet/Dry Vacuum Cleaner	Rigid	WD19500
2	Floor Buffing Machine	Advance Pacesetter	Not Available
1	Wet/Dry Vacuum Cleaner	Rigid	WD06400
1	Dry Vapor Steam Cleaner	Therma-Steam	4992G
1	Dry Vapor Steam Cleaner	Therma-Steam	4993G
2	Pressure Washer	Honda	GX390 / RKV4G40

Pre-Trial Detention Center - Transportation Unit (PTDC)  
1321 NW 13<sup>th</sup> Street  
Miami, Florida 33125

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Pressure Washer	Honda	GC35040MHB

Pre-Trial Detention Center (PTDC)  
1321 NW 13<sup>th</sup> Street  
Miami, Florida 33125

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
3	Floor Buffing Machine	Clarke	AD15039
4	Wet/Dry Vacuum Cleaner	Dayton	3VE21A
2	Pressure Washer	Dewalt	EE2015G

**SECTION 2  
SPECIAL CONDITIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

Training and Treatment Center (TTC)  
6950 NW 41<sup>st</sup> Street  
Miami, Florida 33166

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
3	Floor Buffing Machine	Kent	Select Line 2HD
1	Floor Buffing Machine	Dayton	4NEK5-00148
3	Floor Buffing Machine	Minuteman	FR20115
3	Wet/Dry Vacuum Cleaner	Dayton	8040
1	Wet/Dry Vacuum Cleaner	Dayton	3Z707C
2	Pressure Washer	Honda	Power Ease 4000
1	Pressure Washer	Honda	E-Series
1	Pressure Washer	Honda	GX390

**HUMAN SERVICES**

Allapattah Neighborhood  
1897 NW 20th Street  
Miami, Florida 33142

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Vacuum Cleaner	NSS Super	M-1
1	Vacuum Cleaner	Quick Kleen	SC899
1	Vacuum Cleaner	Royal	M682
1	Floor Buffing Machine	Pullman Holt	MC22F
2	Floor Buffing Machine	Pullman Holt	M53L

Coconut Grove Neighborhood  
3750 South Dixie Highway  
Miami, Florida 33133

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Vacuum Cleaner	NSS	M-1
1	Shampoo Machine	Power Flite	PFX-15
1	Buffing Machine	Pullman Holt	G24F

**SECTION 2**  
**SPECIAL CONDITIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

Culmer Neighborhood Center  
1600 NW 3rd Avenue  
Miami, Florida 33128

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Floor Scrubber	General	KC20
1	Wet-Vac	Holt	HV75
1	Floor Buffer	Pacific	UHS20
1	Carpet Extractor	Power Flite	PEB
1	Carpet Shampooer	Power Flite	PFX15
1	Vacuum, Super Suction	NSS	M-1
1	Vacuum	Royal	662

Edison Neighborhood Center  
150 NW 79th Street  
Miami, Florida 33150

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
2	Vacuum Cleaner, Upright	Dayton	2W360-D
1	Floor Machine, High Speed	General	2000 D01
1	Vacuum Cleaner, Super Suction	NSS	M-1
1	Wet Vacuum Machine	Pacific	PWD 609
1	Carpet Extractor	Power Flite	PFX15
1	Carpet Extractor Power Brush	Power Flite	PEB
1	Floor Machine 22"	Pullman Holt	G24F
1	Wet Vacuum Cleaner	Eureka Powerline	Shop Boss 2832B
1	Carpet Shampooer	Advance	Aquaclean 15
1	Buffer	Advance	Shadow 20 TS

Florida City Neighborhood  
160 NW 3rd Court  
Miami, Florida 33034

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Portable Vacuum, Super Suction	NSS PIG	M-1
1	Buffing Machine	Clarke	Vantage Line
1	Buffing Machine/Upright	Advance II Speed	Shadow/20
1	Pressure Washer	Landa	P.G.4-3000
1	Steam Vac	Hoover	C-3820

**SECTION 2**  
**SPECIAL CONDITIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

Naranja Neighborhood Center  
13995 SW 264th Street  
Miami, Florida 33032

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Leaf Blower	Dayton	62486
1	Vacuum Cleaner	Dayton	2W360D
1	Vacuum, Super Suction	NSS	M-1
1	Extractor	Power Flite	PFX-15
1	Buffer	Pullman Holt	C20E (K81015)
1	Vacuum Cleaner, Wet/Dry	Advance	Aqua Clean 15

North County Neighborhood  
3201 NW 207 Street  
Miami, Florida 33169

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Wet Vac	Clarke	PTV10
1	Vacuum Cleaner	Clarke	512B
1	Vacuum Cleaner	Dayton	2W360-D
1	Shampooer	Castex	Magnum 900
1	Buffer	General	200BC1
1	Vacuum Cleaner, Super Suction (Canister)	NSS	M-1
1	Wet/Dry Vac	Power Ease Honda 6.0	GC190
1	Vacuum Cleaner	Quick Kleen	SC899B
1	Vacuum Cleaner	Royal	662
1	Pressure Cleaner	Advance Nilfisk	56209606

Wynwood Neighborhood Center  
2902 NW 2nd Avenue  
Miami, Florida 33127

<u>QTY</u>	<u>DESCRIPTION</u>	<u>BRAND NAME</u>	<u>MODEL #</u>
1	Housekeeping EQ Extractor/Shampooer	Advance	Aquaclean 15
1	Wet/Dry Vacuum	Clarke	SS59
1	Hoover Steam Vac	Hoover	C3820
1	Hoover Vacuum Cleaner	Hoover	C1404
1	Floor Buffer/Stripper	Power Flite	P201HD
1	Housekeeping Carpet Extractor/Shampooer	Power Flite	PEB
1	Housekeeping Carpet Extractor/Shampooer	Power Flite	PFB

**SECTION 2  
SPECIAL CONDITIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**SEAPORT**

Seaport Department, Housekeeping Division  
1103 South America Way  
Passenger Terminal #3  
Miami, Florida 33132

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BRAND NAME</u></b>	<b><u>MODEL #</u></b>
4	Ridder Scrubber	Advance Advenger AXP	BR600S
1	Ridder Scrubber	Minuteman	SCV/32
6	Vac's	Advance 28	GU700A
6	Floor Machines	Advance Pacesetter	20HD

**TRANSIT**

Miami-Dade Transit  
Support Services Facility  
3295 NW 31 Street  
Miami, Florida 33142

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BRAND NAME</u></b>	<b><u>MODEL #</u></b>
2	Floor Scrubber	Clarke/Alto Encore	S33 (36 Volt)

Central O & I  
3431 NW 31st Street.  
Miami, FL 33142

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BRAND NAME</u></b>	<b><u>MODEL #</u></b>
2	Floor Scrubber	Clarke/Alto Encore	S33 (36 Volt)

Coral Way O&I  
2775 SW 74th Avenue  
Miami, FL 33155

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BRAND NAME</u></b>	<b><u>MODEL #</u></b>
2	Floor Scrubber	Clarke/Alto Encore	S33 (36 Volt)

Northeast O&I  
360 NE 185th Street  
Miami, FL 33179

<b><u>QTY</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>BRAND NAME</u></b>	<b><u>MODEL #</u></b>
2	Floor Scrubber	Clarke/Alto Encore	S33 (36 Volt)

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**3.1 SCOPE**

These specifications cover Floor Machines' Parts plus Repair Service for various Miami Dade County Departments.

**3.2 BRANDS**

The successful bidder(s) will be required to perform repairs to include but not be limited to brands listed below:

- Advance
- Allegro Industries
- Briggs & Stratton
- Castex
- Clarke/Alto Encore
- Dayton
- Dewalt
- Eureka
- General
- Holt
- Honda
- Hoover
- Kent
- Landa
- Minute Man
- NSS
- Pacific
- Power Flite
- Pullman
- Pullman Holt
- Quick Kleen
- Rigid
- Royal
- Sanitaire
- Shop Vac
- Therma-Steem

**3.3 SERVICES**

All servicing shall be performed by qualified personnel, using procedures as recommended in the manufacturer's service manuals. The equipment shall not be subjected to mechanical abuse. The equipment shall be maintained at levels necessary for optimum performance as suggested in the manufacturer's service manual. All repairs shall guarantee to restore the equipment to its original design specifications.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**3.4 FACILITIES**

Awarded bidder(s) must have a full equipped shop with parts in stock for the brands to be serviced and have appropriate service vehicles. The awarded bidder(s) shall be able to provide pick-up and deliver; and when necessary, make repairs on premises.



Department of Procurement Management  
 Vendor Assistance Section  
 Stephen P. Clark Center  
 111 NW 1<sup>st</sup> Street, 13th Floor  
 Miami, Florida 33128-1983

**OPENING: 2:00 P.M.  
 FRIDAY  
 December 3, 2010**

**INVITATION TO BID  
 SECTION 4  
 BID SUBMITTAL FORMS**

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

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

Issued  
 by: Ana  
 Rioseco

DPM

Date Issued: **11/23/10**

This Bid Submittal Consists  
 of Pages **32** through **38**  
**plus Affidavits**

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

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids

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

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
ITEM NOS. ACCEPTED: _____	
COMMODITY CODE:	020-37,045-78,365, 365-25,365-30,365-70,365-80,485-55,934-29,983-34
PROCUREMENT AGENT:	Ana M. Rioseco

FIRM NAME: \_\_\_\_\_

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 38 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 38 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4  
BID SUBMITTAL FOR:**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**FIRM NAME:** \_\_\_\_\_

**CHECKLIST FOR REQUIRED ATTACHMENTS:**

**This checklist must be completed by all bidders.**

**Refer to the details in Section 2, Paragraph 2.6.**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.1.1	Provide complete office address: _____ _____ _____	_____
Paragraph 2.6.1.2	Enter your firm's dedicated phone and facsimile (FAX) machine number, including area code:  Phone No. _____  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____
Paragraph 2.6.1.4	Provide address for the service Facility located in South Florida: _____ _____	_____

SECTION 4  
BID SUBMITTAL FOR:

Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors

FIRM NAME: \_\_\_\_\_

<u>Reference:</u>	<u>Summarized Requirement:</u>						<u>Initial As Completed</u>
Paragraph 2.6.1.3	Below, list two references consisting of existing or past customers. The references listed must be customers that are currently receiving or have received from the bidder the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation.						_____
	Customer / Company Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓	Customer's E-mail Address ↓	
	1						
	2						



**SECTION 4**  
**BID SUBMITTAL FOR:**

**Floor Machine Parts and Repair Services, Pre-Qualified Pool of Vendors**

**FIRM NAME:** \_\_\_\_\_

<b>CHECKLIST</b>			
<b>Bid Submittals</b>	<b>YES</b>		<b>NO</b>
One (1) Original {Bid Submittal and Affidavits}	<input type="checkbox"/>		<input type="checkbox"/>
Two (2) Copies of Originals {Bid Submittal and Affidavits}	<input type="checkbox"/>		<input type="checkbox"/>
<b>Security Acknowledgment</b>	<b>YES</b>		<b>NO</b>
Bidder's acknowledgement of requirements specified in Section 2, Paragraph 2.23 Seaport	<input type="checkbox"/>		<input type="checkbox"/>
Bidder's acknowledgement of requirements specified in Section 2, Paragraph 2.23.1 a & b Miami Dade Corrections and Rehabilitation (MDCR)	<input type="checkbox"/>		<input type="checkbox"/>

**BID SUBMITTAL FOR:**

**Floor Machine Parts and Repair Service, Pre-Qualified Pool of Vendors**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

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

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**BID SUBMITTAL FOR:  
Floor Machine Parts and Repair Service, Pre-Qualified Pool of Vendors**

=====
Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days net \_\_\_\_\_ days
=====

FEIN NO. : \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

(Bidder Federal Employer Identification Number as used on Return Form 941) If none, Bidder Social Security No.

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

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

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

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

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

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

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

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

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

**The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.**

FIRM NAME \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_ E-MAIL \_\_\_\_\_

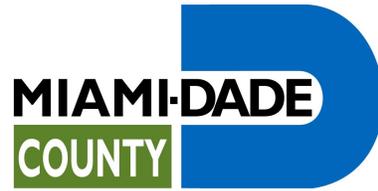
**By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.**

\*AUTHORIZED SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

**\*PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT \_\_\_\_\_ TITLE OF OFFICER \_\_\_\_\_

**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  
INFORMAL BID**







**MIAMI-DADE COUNTY  
 CERTIFICATION OF RECYCLED  
 ENVIRONMENTALLY ACCEPTABLE PACKAGING  
 PRODUCT CONTENT  
 RESOLUTION (R-738-92) Section 1 (1.8 C)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
<b>DEFINITIONS</b>						

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

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

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

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

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

<b>NAME</b>		
<b>ADDRESS</b>		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>SIGNATURE</b>	<b>TITLE</b>	