

Annual Dielectric Testing & Certification Equipment

RQID1300032 - Verification of Availability

Find attached the “**Scopes of Work**” and “**Special Requirements**” for an upcoming **Invitation to Bid (ITB)**. Please review to determine if you would be able to **satisfy the requirements** (as applicable), and **interested in responding**; if so, please check the appropriate areas below and respond to this email confirming the same. Please pay “**CLOSE**” attention to the various sections and the “**SPECIAL/MINIMUM**” requirements for each, and confirm your **ability** and **availability** to satisfy “**ALL**” sections/scopes.

See Sections **2.6, 2.11** and **3.1 (all subsections)** – Paying very close attention to all Sections listed and the requirements of each. (While you are **not** bidding at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

Are you able to satisfy the requirements of the attached documents (ITB)?
YES NO

Do you have prior experience consistent with the requirements of this ITB?
YES NO

Are you able to meet the “Indemnification & Insurance” requirements of Section 2.6?
YES NO

Are you able to meet the requirements of Section 2.11 (Competency requirements for mobile equipment parts and service suppliers)?
YES NO

Do you have all the certification as required by (subsections) of Section 3.1?
YES NO

I am “**NOT**” interested in this solicitation.

Name of Firm: _____ **SBE Exp. Date:** _____

Owner’s Name: _____ **Signature:** _____

Please respond by **4:00pm, Tuesday December 18, 2012.**

Any questions, feel free to contact me at the number below.

(Respond to the “**Verification**” whether you are interested or not (choosing “**Yes**” or “**No**”), as this helps SBD in the determination of measures).

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“Delivering Excellence Every Day”

SECTION 3
TECHNICAL SPECIFICATIONS

ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

3.1 SCOPE OF WORK

Each of the items listed are actually a specification requirement and a scope of work. Annual dielectric testing and certification is required to keep equipment operating and in conformance with American National Standards Institute (ANSI) inspection regulations and or Occupational Safety and Health Act (OSHA) standards. For further information, you may visit the following websites:

<http://www.ansi.org/>

<http://www.osha.gov/sandy/index.html>

1) AERIALS

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately thirty-five (35) aerials

- (KVA Recertification, structural and mechanical inspection)

2) CRANES

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately twenty-five (25) various cranes

- (KVA Recertification, structural and mechanical inspection)

3) NON INSULATED SCISSOR & CRANES

Annual service for an ANSI/OSHA structural physical safety inspection, checklist, dielectric testing and recertification for approximately forty (40) non-insulated scissor & cranes

- (Structural and mechanical inspection only)

SECTION 2
SPECIAL CONDITIONS

ANNUAL DIELECTRIC TESTING & CERTIFICATION OF EQUIPMENT

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

2.5 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for all Urban Consumers (CPI), all items, Miami-Fort Lauderdale, FL. on a year-by-year basis. It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's request for adjustment shall be submitted 90 days prior to expiration of the then current contract term.

The vendor adjustment request cannot be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the subsequent contract term may be implemented without pricing adjustment. Any adjustment request received after the commencement of a new contract term may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available contract terms based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.6 INDEMNIFICATION AND INSURANCE

Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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 Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989,

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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 Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by 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 Financial Services and are members of the Florida Guaranty Fund.

NOTE: CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
 111 NW 1st 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 coverage's 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 2.3 of this solicitation. If insurance certificates are scheduled to expire during the

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orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

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

2.10 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE 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 proposal submittal 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. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.11 COMPETENCY REQUIREMENTS FOR MOBILE EQUIPMENT PARTS AND SERVICE SUPPLIERS

Bidders shall be able to satisfy the following criteria:

The County may conduct a pre-award inspection of the bidder's site/facility to determine if the bidder possesses the abilities, experience, plant, equipment, technical abilities, and organization to perform the scope of work and services proposed in a manner consistent with the best commercial practices in the industry.

The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of the industry if they are awarded this solicitation.

2.12 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major services and items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar services and items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar services or items.

If there are multiple vendors on the contract, the County representative shall also obtain