

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New  OTR  Sole Source  Bid Waiver  Emergency  Previous Contract/Project No.  
 Contract 8517-4/12-4

X Re-Bid  Other  LIVING WAGE APPLIES: NO

Requisition No./Project No.: RQMT1300003 TERM OF CONTRACT: 5 Years

Requisition /Project Title: Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

Description: The purpose of this solicitation is to establish a contract for the purchase of Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services for Miami-Dade Transit.

Issuing Department: Miami-Dade Transit

Funding Source: MDT Operating

Contact Person: Ana M. Rioseco Phone: 305-375-3704 Estimate Cost: \$952,150

**ANALYSIS**

**Commodity Codes:** 405 Fuel, Oil, Grease & Lubricants, 961-48 Laboratory & Field Testing Services & 962-22 Chemical laboratory Services

Check here  if this is a new contract/purchase with no previous history.

	<u>EXISTING 8517-4/12-4</u>	<u>EXISTING 8517-4/12-3</u>	<u>EXISTING 8517-4/12-2</u>
<b>Contractor:</b>	Ana Laboratories Inc	Ana Laboratories Inc	Ana Laboratories Inc
<b>Small Business Enterprise:</b>	Bid Preference	Bid Preference	Bid Preference
<b>Contract Value:</b>	\$ 183,657.00	\$ 183,657.00	\$ 183,657.00

**Comments:**

Continued on another page (s):

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: Ana M. Rioseco

Date sent to DBD: 10/12/2012

Date returned to DPM: \_\_\_\_\_

RECEIVED  
DEPT. BUSINESS DEV.

2012 OCT 11 PM 12: 06

**BID NO.: 8517-\*/\*\*Engine Lubricant  
Diesel Fuel Analysis**

**OPENING: 2:00 P.M.  
Wednesday  
 , 2012**

**MIAMI-DADE COUNTY, FLORIDA**

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

**D R A F T 1 0 / 1 0 / 2 0 1 2**

**TITLE:**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

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

**FOR INFORMATION CONTACT:**

**Ana M. Rioseco, 305-375-3704, ariosec@miamidade.gov**

**IMPORTANT NOTICE TO BIDDERS:**

- READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8517-\*/\*\*

Bid Title: Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

Procurement Officer: Ana M. Rioseco

Bids will be accepted until 2:00 p.m. on [REDACTED], 2012

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

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

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

NOTICE TO ALL BIDDERS:

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

**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

**ISD/PM** – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

**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.miamidade.gov/ISD/PM](http://www.miamidade.gov/ISD/PM)

**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 Internal Services Department, Procurement Management Division (ISD/PM), 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 ISD/PM website at [www.miamidade.gov](http://www.miamidade.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. 90-153, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County 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 2-6.1(f) and 2-11(f)(1) of the County Code through (6) and (8) 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 ISD/PM 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**

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 "Code 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 requester 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 33128-1969 or email [clerk@cc@miamidade.gov](mailto:clerk@cc@miamidade.gov).
2. The Internal Services Department, Procurement Management Division 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 firm's 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 SD/PM 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 Mayor, 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.

**I. Accounts Receivable Adjustments**

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

**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

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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.

**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 ISD/PM 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 2012, 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

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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.

**1.12. BID PROTEST**

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.

**1.13. LAWS AND REGULATIONS**

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 comply with all federal, state and local laws that may affect the goods and/or services offered.

**1.14. LICENSES, PERMITS AND FEES**

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

**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.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

**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 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.

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

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.

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.

**1.26 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**

Proposers 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 proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer 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 may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to retract and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The retraction or return of information pursuant to this clause may render a proposal 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;

**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 for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for 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 the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCIT.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(g) 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 Mayor 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.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services for Miami-Dade Transit.

**2.2 SMALL BUSINESS CONTRACT MEASURES Pending SBD approval**

In accordance with Section 2-8.1.1.1.1 of the Miami-Dade County Code, contracts valued up to \$100,000 are set-aside for certified Micro Business Enterprises (Micro) and Small Business Enterprises (SBE) firms, if there is sufficient availability (three or more firms certified under the commodity code).

A 10% (ten percent) preference shall apply for certified Micro bidders on awards valued up to and including \$100,000. For awards valued over \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises 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 (Maintain Same Prices)**

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

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: TO MULTIPLE LOWEST PRICED BIDDERS IN THE AGGREGATE**

Award of this contract will be made to two (2) responsive, responsible bidders who submit an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. While the method of award prescribes the

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

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

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

**2.6.1** Award will be made to two (2) responsive, responsible bidder who meet or exceed the minimum requirements set forth in this solicitation. The requirements are as follows:

**2.6.1.1** The bidder shall be regularly engaged in the business of providing engine, lubricant and diesel analysis services for Mass Transit Agencies.

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 described in this solicitation. The references must include the Mass Transit Agencies 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 lubricant and diesel analysis services for mass transit agencies.

**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

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

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

**Note:** Insurance is required from the primary awarded bidder. Secondary awarded Bidder will be required to comply with insurance requirements at the time when it performs services under this 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 awarded Bidder shall furnish to the Vendor Assistance Section, Internal Service 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:

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

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

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.

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 awarded Bidder 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 awarded Bidder 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. If insurance certificates are scheduled to expire during the contractual period, the awarded Bidder 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) 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 1.23 of this solicitation.

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**2.15 METHOD OF PAYMENT: MONTHLY INVOICES**

The awarded Bidder shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

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
- 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

**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:

MDT Warehouse  
3401 NW 31 Street  
Miami FL 33142

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**2.17 REGULAR TURNAROUND TIME REQUIREMENTS SHALL BE FORTY-EIGHT (48) HOURS FROM THE TIME SAMPLE IS DELIVERED**

The awarded Bidder shall make deliveries of all reports within forty-eight (48) hours from the time sample is delivered. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the awarded Bidder to whom the contract is awarded fail to deliver in the number of hours stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**Note:** MDT reserves the right to change turnaround times to accommodate future operational requirements through an addendum.

**2.18 BACK ORDER ALLOWANCE**

Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**

Intentionally Omitted

**2.20 CONTACT PERSON**

2.20.1 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) .

2.20.2 To allow the County adequate time to respond, requests for clarification and additional information should be submitted at least five (5) working days before the Bid Opening Date.

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

**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.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

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.

**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 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.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**2.23 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract.

**2.24 ANALYSIS OF OTHER OILS/FLUIDS/FUELS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be analyzed by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded Bidder to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded Bidder.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**3.1 INTEGRATED ENGINE OIL, LUBRICANT FLUIDS, AND DIESEL FUEL ANALYSIS SERVICE**

These bid specifications shall provide Miami-Dade Transit (MDT), Bus Maintenance Division with an integrated Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Service. The analysis services are required to test oils and fluids for potential maintenance problems and to confirm that the qualities of products in use are in compliance with MDT, Original Equipment Manufacturer (OEM) and industry specifications. The testing of oils and fluids will improve MDT's component performance and reliability by identifying and analyzing fuel, oil, lubricants and other fluids to determine levels of contamination and abnormal wear patterns. This service is necessary for engine, diesel, transmission, differential, hydraulic fan drive, and power steering pump maintenance on all MDT buses.

All services required for the Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Service shall include cost of training, analysis, testing, reporting, consultation, pick-up of samples via large package delivery company (i.e., UPS or FedEx), all supplies to include but not limited to sample bottles/containers, sampling pumps/guns, probalizers, identification tags/labels, plastic bags, and mailing boxes/tubes plus awarded Bidder's pre-printed and pre-paid mailing address labels.

MDT Bus Maintenance will ship fluid samples to the awarded Bidder for analysis. Testing shall include:

- A. Testing of used lubricants for the purpose of avoiding severe malfunction and/or failure on fleet engines, transmissions, hybrid drives, differentials and hydraulic components.
- B. Testing of new lubricants for the purpose of confirming quality of product meets MDT and industry specifications.
- C. Testing of diesel fuel deliveries for the purpose of assuring quality of product and to ensure that products are in compliance with specifications.

The MDT Chief of Performance Analysis Division and/or designee(s) is the main point of contact and liaison between the awarded Bidder and the Bus Maintenance Division for this service contract.

**3.2 REQUIREMENT**

The awarded Bidder shall provide support to the MDT Lubricant and Diesel Fuel Analysis service on a full time basis from the bidder's location. The bidder shall be available to provide support Monday through Friday between the hours of 7:30 to 3:30 EST, excluding holidays and weekends.

**3.3 ON-SITE TRAINING**

The awarded Bidder will be required to provide a minimum of 4 training sessions during the term of the contract. Typical size of 20 participants at a location and time designated by MDT lead training instructor which will be identified after contract award. Each training session shall be at least two (2) hours long.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

Training will include but is not limited to the following:

- Sampling basics/techniques-how to correctly take oil sampling and avoid contamination
- Packaging and shipping of sample bottles
- Data interpretation
- Synthetic vs. non-synthetic
- Recent performance requirements, change and trend
- Oil analysis basics and requirements
- Corrective actions
- Lubricant oils basics-base oil, formulation, additives and technology, etc.
- Power train systems/lubricant basic and maintenance requirements

An exact copy of the training presentation, in Microsoft PowerPoint, shall be provided to the MDT lead training instructor, at no additional cost, prior to the first training session, as a permanent record and for future usage by MDT. If, during the life of the Contract, processes or any technical items change or are modified by either the awarded Bidder or MDT, two (2) additional training sessions shall be delivered by the awarded Bidder in conjunction with an updated copy of the training presentation for future usage by MDT at no cost.

**3.4 SAMPLES**

Samples for analysis shall consist of:

1. Diesel Fuel
2. Engine Oil
3. Transmission Fluid
4. Hydraulic Fluid
5. Power Steering Fluid
6. Differential Fluid
7. Other Fluids on an as required basis and as determined by MDT.

Awarded Bidder shall retain unused portion of all samples for thirty (30) days from date of receipt so that subsequent tests can be made if required. After thirty (30) days, all samples may be disposed of by the awarded Bidder at no cost to MDT, in accordance with applicable Federal, State and Local waste disposal regulations. Upon a written request from the MDT Chief of Performance Analysis Division and/or designee(s), the awarded Bidder may be required to keep samples for longer than thirty (30) days.

**3.5 REQUIRED ANALYSIS**

**A. DIESEL FUEL**

Required testing of new diesel fuel shall include:

1. Sulfur content (ASTM-D-2622 or D5453)
2. Water (ASTM D6304 or ASTM E203)
3. Sediment (ASTM-D2276 OR 5452)

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

4. BTU/LM (ASTM-D4868)
5. Cetane Index (ASTM-D4737)
6. Distillation (ASTM-D-86)
7. API Gravity at 60 degrees F (ASTM D287)
8. Specific gravity at 60 degrees F (ASTM D1298)
9. Flash Point (ASTM D93)
10. Lubricity (ASTM D6079)
11. Fuel Stability (ASTM D2274)
12. Ash (ASTM D482)

**B. ENGINE OIL-USED**

- a. Required spectro-chemical analysis of engine oils using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin, Vanadium and Zinc.

- b. Elements not present shall be indicated by <1ppm, zero or N/A.
- c. Required physical property test shall identify:
  1. % water by volume (ASTM D6304 or ASTM E203)
  2. Fuel dilution by gas chromatography (ASTM D3524)
  3. Total Base Number (TBN) (ASTM D2896 or D4739)
  4. Kinematics' Viscosity at 100 degrees C. (ASTM-D-445)
  5. Soot, % solids by volume
  6. Glycol (ASTM D2982)
  7. SAE/ISO Grade

**C. ENGINE OIL-NEW PRODUCT (BULK DELIVERY) TESTING FOR SPECIFICATION COMPLIANCE**

In addition to capturing the required physical properties test listed above (paragraph 3.5.B.c. 1 - 7), the following test will be required:

1. Flash Point, deg C (ASTM D92)
2. Viscosity @ 100 deg C, cST (ASTM D445)
3. Viscosity Index (ASTM 2270)
4. HT/HS Viscosity, cP@150 deg C (ASTM D4683)
5. Sulfated Ash, % (ASTM D874)

## SECTION 3

**TECHNICAL SPECIFICATIONS**

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**D. TRANSMISSION, HYDRAULIC AND POWER STEERING FLUID (SYNTHETIC – TRANSYND TES 295) – USED**

- a. Required spectro-chemical analysis of transmission, hydraulic and power steering fluids using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin and Zinc.

- b. Elements not present shall be indicated by <1ppm, zero or N/A.
- c. Required physical property tests shall identify:
1. % Water by volume (ASTM D6304 or ASTM E203)
  2. Total Acid Number (TAN) (ASTM-D 974)
  3. Kinematics' Viscosity at 100 degrees C. (ASTM-D445)
  4. Glycol (ASTM D2982)
  5. Solids percentage (%) by volume

**E. DIFFERENTIAL OIL (SYNTHETIC 80W140) – USED**

- a. Required spectro-chemical analysis of oils using ASTM D6595 or ASTM D5185 ICP shall identify each of the following trace elements parts per million:

Aluminum, Antimony, Barium, Boron, Calcium, Cadmium, Chromium, Copper, Iron, Lead, Manganese, Magnesium, Molybdenum, Nickel, Phosphorus, Silicon, Silver, Sodium, Titanium, Potassium, Lithium, Tin and Zinc.

- b. Elements not present shall be indicated by "N/A" or zero.
- c. Required physical property tests shall identify:
- i. % Water by volume % Water by volume (ASTM D6304 or ASTM E203)
  - ii. Total Acid Number (TAN) (ASTM-D 974)
  - iii. Kinematics' Viscosity at 100 degrees C. (ASTM-D445)
  - iv. Solids percentage (%) by volume

**F. TRANSMISSION, HYDRAULIC AND POWER STEERING FLUID (SYNTHETIC – TRANSYND TES 295) AND DIFFERENTIAL OIL (SYNTHETIC 80W140) NEW**

Occasionally, new transmission, hydraulic, power steering fluid and differential oil may be submitted for analysis. The fluid/oil manufacturer's specifications will be submitted along with the sample. The analysis will verify the sample meets the manufacturer's submitted specifications.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**3.6 REPORTING**

The required reporting system shall consist of Individual Unit Reports, Critical Reports, Summary Batch Reports (upon request), Monthly Reports, and Quarterly Exception Reports. All reports shall be electronically mailed, available on-line (electronic data transfer), capable of downloading.

The awarded Bidder shall:

- a. Prepare and distribute to MDT Chief of Performance Analysis Division and/or designee(s) analysis reports for all samples tested. All reports shall identify the bus number, test results, analysis and recommendations based on critical limits established by MDT for each type of lubricant.
- b. Review and analyze reports for unusual/abnormal results and/or parameters (extremely high wear metals, drastic change in oil condition, etc.) and notify MDT of results immediately.
- c. Prepare (as required) and submit ad hoc trend analysis reports.
- d. Have and maintain a web site with a Report Database that can be viewed by all necessary parties of all buses, and bulk samples tested.
- e. Contact the lubricant manufacturer's directly and obtain additional analytical information, such as but not limited to product updates and changes that would impact lubricant physical and chemical property requirements, as required from MDT's various lubricants, engine and transmission vendors as needed (information and points of contact to be provided at later date by the County).

A. Individual Unit Reports shall:

1. Contain analytical results in numerical values, prior history and laboratory analysis maintenance recommendations. Component Manufacturer, Oil Type, Unit ID #, Component S/N, Status, Component Model #.
2. Be submitted within 48 hours upon receipt of samples. The report shall be e-mailed to the Chief of Performance Analysis Division and/or designee(s):

Sandy Amores  
Phone: (786) 469-5326  
Fax: (786) 469-5578  
e-mail: [samores@miamidade.gov](mailto:samores@miamidade.gov)

3. Be derived from cumulative computer files on each unit.
4. Accompany each batch of Individual Unit Reports.
5. Contain an analysis of results with possible causes and detailed recommendations for corrective action.

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

6. When requested, Summary Batch Reports shall accompany each batch of Individual Unit Reports.
- B. On-line reports should include the following capabilities:
1. Sorting by severity code, status, Unit ID (Bus Number), date of sample, work site, analysis number.
  2. Graphical analysis and charting to identify trends.
  3. Charts for comparing equipment and vehicles.
  4. Search function to identify specific problems such as: coolant or fuel contamination, soot, or other problem.
  5. Calculate and graph wear levels for a specific unit.
  6. Graphic display of specific fleet.
  7. Units overdue for analysis.
- C. Monthly Reports
- The awarded Bidder shall submit a consolidated monthly report to the MDT Chief of Performance Analysis Division and/or designee(s), detailing all sample test dates, special testing and the total breakout of samples by type (engine, transmission, differential, hydraulic, and diesel fuel).
- D. Quarterly Exception Reports
- Provide a quarterly exception report to the MDT Chief of Performance Analysis Division and/or designee(s) containing a list of buses that have not been sampled in compliance with the scheduled MDT sampling intervals.
- E. Critical Reports
- Critical reports shall be clearly identified. In case of alarming conditions, the Chief of Performance Analysis Division and/or designee(s) shall be contacted immediately by telephone (Sandy Amores, Phone: (786) 469-5326).
- Critical Reports can be for Individual Units or groups of units. When critical reports are e-mailed, they shall be distinguished from routine reports so as to alert the Chief of Performance Analysis Division and/or designee(s)

**3.7 SOFTWARE AND HARDWARE**

The awarded Bidder(s) shall supply access to oil analysis reports via internet in a Secure Socket Layer (SSL) encrypted web-site. Reports shall be in Microsoft Office 2010 compatible Excel format. MDT users shall have unique logins giving them access to export reports that can be loaded on MDT file servers. The awarded Bidder(s) shall ensure 99.99% uptime through server redundancy to ensure business continuity. MDT users requiring assistance with login lockouts or account issues shall have access to support personnel from 9AM to 5PM (EST).

SECTION 3

TECHNICAL SPECIFICATIONS

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**3.8 PICK UP AND PROCESSING OF SAMPLES**

At no additional cost, the awarded Bidder shall arrange for pick-up via large package delivery company (i.e., UPS or FedEx), of samples on a daily basis from:

MDT Materials Management Warehouse  
3401 NW 31 Street  
Miami FL 33142

**3.9 SUPPLIES**

The awarded Bidder shall ensure that MDT is furnished with adequate supply of materials to support the Lubricant and Diesel Fuel Analysis Services. At no additional cost, the materials to be supplied by the awarded Bidder during the contract period are:

- a. 2,000 (two thousand) sampling bottles/containers at the beginning of the contract. Sample containers submitted for analysis are to be replaced on a one for one basis, every month.
- b. 2,000 pre-affixed identification tags/labels for sample containers at the beginning of the contract. Pre-affixed identification tags/labels for sample containers are to be replenished one for one basis, every month.
- c. 2,000 Probalizer needles at the beginning of the contract. Probalizer needles are to be replenished one for one basis, every month.
- d. 75 Sampling pumps/guns and any other attachments to obtain oil samples. Sampling pumps/guns and any other attachments are to be replenished when damaged or inoperable through the contract period. The awarded Bidder shall replace damaged or inoperative sampling pumps/guns and other attachments at no cost during the contract period.
- e. Plastic bags
- f. UPS or FedEx shipping boxes, mailing tubes and packaging materials. In addition, the awarded Bidder's pre-printed pre-paid mailing labels to include name, mailing address and account information.

**3.10 IDENTIFICATION TAGS/LABELS**

A. The identification tag or label shall contain spaces for information as indicated below:

Bus # \_\_\_\_\_  
 Division \_\_\_\_\_  
 Date of Sample \_\_\_\_\_  
 Oil Type \_\_\_\_\_  
 Oil time \_\_\_\_\_  
 Mileage \_\_\_\_\_

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

Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

If sample labels are not completed properly, the awarded Bidder shall contact the MDT Chief of Performance Analysis Division and/or designee(s) for additional information via e-mail. When cloudy or milky samples are received, awarded Bidder shall call the MDT Chief of Performance Analysis Division and/or designee(s).

Sandy Amores  
Phone: (786) 469-5326  
Fax: (786) 469-5578  
e-mail: samores@miamidade.gov.

**3.11 CONSULTATION**

Consultation, if required, shall be available as to lubricant quality and diesel fuel selection. Consultation shall comprise of, but not limited to, the provisions of:

- a. Assistance with specifications, selection, formulation and blending as well as evaluation of proper lubricants and fuel.
- b. Direction for program modification and tailoring to meet specific needs as they may arise.
- c. A toll free number or the acceptance of collect calls from the MDT contact person.

MIAMI-DADE COUNTY

BID NO.: \*

**SECTION 4**  
**BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**, 2012**



**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                      ISD/PM                      Date Issued:                      This Bid Submittal Consists of  
by: **Ana**                      by:                      by:                      Pages                      through  
**Rioseco**                      by:                      by:                      **Plus affidavits**

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

**Title:**  
**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** 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 _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>405, 961-48 &amp; 962-22</b>	
Procurement Contracting Officer	<b>Ana M. Rioseco</b>

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

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.**

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

**SECTION 4**  
**BID SUBMITTAL FORM**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**  
**BID SUBMITTAL FOR:**

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

=====

**CHECKLIST FOR REQUIRED ATTACHMENTS:**

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

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

Refer to the details in Paragraph 2.6 to insure that your firm's responses and attachments comply with the solicitation's requirements.

Reference:  
Paragraph  
2.6.1.1

List references from Mass Transit Agencies to whom your firm has provided engine, lubricant and diesel analysis services. These references shall ascertain to the County that your firm sufficient expertise in this industry.

**(1)** Mass Transit Agency's Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

Customer's Telephone #: \_\_\_\_\_

Customer's E-mail Address: \_\_\_\_\_

**(2)** Mass Transit Agency's Name: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Customer's Address: \_\_\_\_\_

Customer's Telephone #: \_\_\_\_\_

Customer's e-mail address: \_\_\_\_\_

**SECTION 4**  
**BID SUBMITTAL FORM**

**Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**  
**BID SUBMITTAL FOR:**

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

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PURSUANT TO THE BID SPECIFICATIONS, BID PRICES SHALL INCLUDE ALL SERVICES REQUIRED IN THIS CONTRACT.

ITEM NO.	ESTIMATED ANNUAL QUANTITIES OF SAMPLES	DESCRIPTION OF PRODUCT TO BE TESTED	UNIT PRICE PER SAMPLE	EXTENDED PRICE
1	14,000	Used Engine Oil	\$	\$
2	2,000	Used Transmission Fluid	\$	\$
3	1,500	Used Hydraulic & Power Steering Fluid	\$	\$
4	1,500	Used Differential Oil	\$	\$
5	200	New Engine Oil	\$	\$
6	100	New Transmission Fluid	\$	\$
7	50	New Hydraulic Fluid	\$	\$
8	50	New Steering Fluid	\$	\$
9	50	New Differential Oil	\$	\$
10	250	New Diesel Fuel	\$	\$
<b>Total (Line Items 1 - 9):</b>				<b>\$</b>

**Note:** In case of extension error, unit price will prevail.

**SECTION 4**  
**BID SUBMITTAL FORM:**  
Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services

**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 \_\_\_\_\_

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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 Title: Engine Oil, Lubricant Fluids, and Diesel Fuel Analysis Services**

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

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor. The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

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

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

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

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

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

**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. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_



Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ (Signature of authorized agent)

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**





SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.  
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	(Principal Owner) Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	(Principal Owner) Race

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

Prime Contractor/Respondent's Signature \_\_\_\_\_ Print Name \_\_\_\_\_ (Duplicate if additional space is needed) \_\_\_\_\_ Print Title \_\_\_\_\_ Date \_\_\_\_\_