





**BID NO.:** [REDACTED]

**OPENING: 2:00 P.M.**

**WEDNESDAY**  
[REDACTED], 2013

**DRAFT 4-25-2013**

**MIAMI-DADE COUNTY, FLORIDA**

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

**TITLE:**

**LED (Light Emitting Diode) Cylinder Lighting for Metrorail Stations**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A
- CATALOGUE AND LISTS: ..... N/A
- CERTIFICATE OF COMPETENCY: ..... N/A
- EQUIPMENT LIST:..... N/A
- EXPEDITED PURCHASING PROGRAM (EPP): ..... N/A
- INDEMNIFICATION/INSURANCE: ..... N/A
- LIVING WAGE: ..... N/A
- PRE-BID CONFERENCE/WALK-THRU: ..... N/A
- SAMPLES/INFORMATION SHEETS:..... Section 2, Paragraph 2.9
- SITE VISIT/AFFIDAVIT:..... N/A
- WRITTEN WARRANTY:..... Section 2, Paragraph 2.19

**FOR INFORMATION CONTACT:**

Ana M. Rioseco at 305-375-3704 or at ariosec@miamidadecounty.gov

**IMPORTANT NOTICE TO BIDDERS:**

Federally Funded by Federal Transit Administration (FTA)

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

**MIAMI-DADE COUNTY**  
**INTERNAL SERVICES DEPARTMENT, PROCUREMENT MANAGEMENT DIVISION**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: [REDACTED]

Title: LED Cylinder Lighting for Metrorail Stations

Procurement Contracting Officer: Ana M. Rioseco

Bids will be accepted until 2:00 p.m. on [REDACTED], 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-1530.

Instructions: The 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. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at <https://www.miamidade.gov/DPMww/SolicitationList.aspx> Failure to comply with this requirement may result in your Bid not being considered for award.

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.

**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.miamidadegov/ISD/PM](http://www.miamidadegov/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<sup>st</sup> 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.miamidadegov](http://www.miamidadegov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

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

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. Miami-Dade County Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
4. Miami-Dade County Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)
7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
11. Subcontracting Practices (Ordinance 97-35)
12. Subcontractor /Supplier Listing (Ordinance 97-104)
13. Environmentally Acceptable Packaging Resolution (R-738-92)
14. W-9 and 8109 Forms. The vendor must furnish these forms as required by the Internal Revenue Service.
15. Social Security Number. In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that 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.

**C. Public Entity Crimes**

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

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

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov).
  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

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opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/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 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.

**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.

**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.

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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 (NOT APPLICABLE)****1.11. CONTINUATION OF WORK**

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

**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 be familiar with all federal, state and local laws that may in 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.

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

**1.21. MODIFICATION OF CONTRACT**

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

**1.22. TERMINATION FOR CONVENIENCE**

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

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful 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 2-8.1.4 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**

A. The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and

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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.

**B. ACCESS TO THIRD PARTY CONTRACT RECORDS**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

**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.

**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 Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**1.29. COMPLIANCE WITH FEDERAL PROVISIONS**

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation (DOT). By reason of such participation, the Bidder (the terms "Vendor, Bidder", "Proposer", "Contractor" and "Offeror" are used interchangeably) is required to agree to the following provisions:

- A. No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements and Related Acts  
The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

C. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the most current Master Agreement (Form FTA MA) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

D. Discrimination Prohibited

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

E. Nondiscrimination (General)

The proposer/bidder will comply with all regulations of the U. S. Department of Transportation, all applicable provisions of the Civil Rights act of 1964, Executive Order 11246 of September 24, 1964 as amended by Executive Order 11375 Executive Order 11625 of October 13, 1971, the Age Discrimination in Employment Act effective June 12, 1968, the rules regulations and relevant orders of the Secretary of Labor, Chapter 760 (Florida Civil Rights Act of 1992, as amended); Dade County Ordinance 75-46 and Articles 3 and 4 of Chapter 11a of the Code of Metropolitan Dade County which prohibit discrimination because of race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, sexual orientation, or veteran's status of any individual.

F. Equal Employment Opportunity

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

G. Disability Nondiscrimination

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**GENERAL TERMS AND CONDITIONS**

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

H. Title VI Compliance (Civil Rights Act of 1964)

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

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to: (a) Withholding of payments to the contractor under the contract until the contractor complies, or cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraph (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami Dade County to enter into such litigation to protect the interests of Miami Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

I. Small Business Concern

A Small Business Concern, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, is defined in Section 3 of the Small Business Act and in Small Business Administration regulations implementing the Act (13 CFR Part 121). Additionally, a small business concern cannot exceed the cap on average annual gross receipts specified in 49 CFR 26.65(b).

### 1.30 PROMPT PAYMENT

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts

no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBEs, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40).

### 1.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The general contract provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MDC requests, which would cause MDC to be in violation of the FTA terms and conditions.

### 1.32. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

### 1.33. CONFLICT OF INTEREST

No employee, officer, or agent of MDC shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his immediate family; for the purpose of this solicitation and in compliance with the Federal Transit Administration (FTA) Circular 4220.1F immediate family is defined as parents, wife, husband, children, and brothers and sisters.
- c. His or her partner; or
- d. An organization which employs, or is about to employ any of the above, has a
- e. Financial or other interest in the firm selected for award.

MDC's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contracts, potential contractors, or parties of subcontracts.

### 1.34. BUY AMERICA REQUIREMENTS

The Buy America requirements apply to construction contracts and acquisition of goods or rolling stock (valued at more than \$100,000).

The contractor agrees to comply with 49 U.S.C.5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R.661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323 (j) (2) (c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids or offers on FT-funded contract, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive.

### 1.35. FLY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provides that the recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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**1.36. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION"(THIRD PARTY CONTRACTS)**

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C.F.R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR CERTIFICATION:**

- (1) By signing and submitting this bid, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" in Exhibit FED-DB1. A bid, which does not include this certificate, may be considered non-responsive.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as Coverage sections or rules implementing Executive Order 121549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Non-procurement List issued by U.S. General Service Administration.
- (8) Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

**1.37. AUDIT AND INSPECTION OF RECORDS**

The Contractor agrees that MDC, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after MDC make final payments and all other pending matters are closed.

**1.38. LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS**

In accordance with 31 U.S.C. 1352, and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, the Contractor must have provided a certification to the Procuring Agency that the Contractor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FED-LB1) A bid, which does not include this certificate, may be considered non-responsive.

**1.39. CLEAN AIR**

The contractor agrees to comply with all applicable standards, orders or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**1.40. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**1.41. RECYCLED PRODUCTS/RECOVERED MATERIALS**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**1.42. CARGO PREFERENCE**

The Contractor agrees:

- (1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) To furnish within twenty (20) days following the date of loading for shipments originating within the United States, or within thirty (30) days following the date of loading for shipment originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of Cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street S.W., Washington, D.C. 20590, marked with appropriate identification of the Project, and to MDC (through the prime Contractor in the case of sub-contracts bill-of-lading).

**1.43. ENVIRONMENTAL PROTECTION**

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. , Executive Order no. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note: FTA statutory requirements at 49 U.S.C. § 5324(b): Council on Environmental Quality regulations pertaining to compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR part 1500 et seq.: the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR part 771 and 49 CFR part 622, and when promulgated, FHWA/FTA joint regulations, "NEPA and Related Procedures for Transportation Decision making, Protection of Public Parks, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR part 1420 and 49 CFR part 623.

**1.44. ENERGY CONSERVATION**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.).

**1.45. BIDDERS LIST FORM**

As required by 49 CFR 26.11, each bidder, as a part of its bid, shall submit a completed Bidders List Form, #BL-01. for itself and for each subcontractor or

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

vendor it solicited as part of this proposal. A proposal, which does not include the Bidders List Form, may be found to be non-responsive.

**1.46. 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 (IH) 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 IH/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

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

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

**1.48 LOBBYIST CONTINGENCY FEES**

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

**1.49 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.

**1.50 BREACHES AND DISPUTE RESOLUTION**

The following provisions apply to all FTA funded purchases in excess of \$100,000.

- A) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by

the authorized representative of the County. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.

- B) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.
- E) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**1.51 SUSPENSION AND DEBARMENT**

The following provisions apply to all FTA funded purchases in valued at, or in excess of, \$25,000.

Any contract resulting from this solicitation is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**1.52 ACCESSIBILITY (ROLLING STOCK)**

Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase LED Lighting Cylinders for the Miami-Dade Transit (MDT) Metrorail Stations. LED Lighting Cylinders shall include Ceiling and Wall mount. This project will be funded by the Federal Transit Administration and is subject to federal provisions. Installation is not part of this solicitation.

**2.2 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)**

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. The requirements of clause subsection b below flow down to subcontracts.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 21.5%. **There is no numerical DBE goal for this contract.**
- b. The awarded Bidder shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The awarded Bidder shall carry out applicable requirements of 49 CFR Part 26 *in* the award and administration of this DOT-assisted contract. Failure by the awarded Bidder to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the awarded Bidder signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The awarded Bidder will be required to report its DBE participation obtained through race-neutral means *throughout* the period of performance.
- d. The awarded Bidder is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded Bidder's receipt of payment for that work from the County.
- e. The awarded Bidder must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The awarded Bidder may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT: TWELVE (12) MONTHS**

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 purchase order issued 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 twelve (12) month period.

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

**2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

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

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**

Unless otherwise indicated, the manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement for the level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid Submission Form.

2.9.1 This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

  X   : Product Information Sheets (such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures)

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

- 2.9.2 Any "equal" product proposed to the County shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures). All supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.
- 2.9.3 The County may require a sample of the "equal" items for evaluation, such items are to be provided at no cost to the County, and should be submitted to the County at the time of specific request. Failure to meet this requirement may result in your offer being rejected.
- 2.9.4 All bidders are required to submit with their bid sufficient technical data to verify that its products are equal to the products listed in this solicitation; however, Miami Dade County may, at its sole discretion, allow the bidder to complete or supplement the information sheets during the bid evaluation period. Failure to provide sufficient information to allow the County to evaluate the bidder's products, as specified by the County, may result in the bidder's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the specifications and requirements and its decision shall be final.

The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidder's conformance to the requirements.

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE**

Intentionally Omitted

**2.12 BID GUARANTY**

Intentionally Omitted

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR ITEMS DELIVERED**

The County shall provide partial payments for items delivered by the awarded bidder. The awarded Bidder shall provide a fully documented invoice to the County user department(s) that requested the items through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the units.

Submittal of these invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

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

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

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

VI. Failure to Comply:

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

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

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the Palmetto Rail Yard, Main Warehouse: Lehman Center, 6601 NW 72<sup>nd</sup> Ave., Miami, Fl. 33166.

**2.17 DELIVERY REQUIREMENTS: DELIVERY SHALL BE WITHIN FORTY-FIVE (45) DAYS AFTER DATE OF ORDER**

The awarded Bidder shall deliver within forty-five (45) calendar days after the date of receipt of purchase order. 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 is delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder. In these cases, the Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County. In the event that the awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another Bidder, and charge the awarded Bidder for any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the awarded bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.19 WARRANTY REQUIREMENTS**

**2.19.1 Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the Bidder or manufacturer, the Bidder shall warrant its products against faulty labor and/or defective material, for a minimum period of five (5) years after the date of acceptance of the materials and/or equipment by the County. This warranty requirement shall remain in force for the full five (5) year period; regardless of whether the Bidder is under contract with the County at the time of defect. Any payment by the County for the goods received from the Bidder does not constitute a waiver of these warranty provisions.

**2.19.2 Correcting Defects Covered Under Warranty**

The Bidder shall promptly correct any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the Bidder of such deficiency in writing or electronic mail. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products from another Bidder and charge the Bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSONS**

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

**2.21 UAP**

Intentionally Omitted

:

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**2.22 BUY AMERICA REQUIREMENTS**

See Section 1, paragraph 1.34.

The certificate titled "Buy America Certification" must be completed and returned with the bid submittal. This certificate is provided herein as page 3 of Appendix B.

**2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the awarded Bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the awarded Bidder at its expense and the contract cancelled or (2) the County may require the awarded Bidder to replace the materials at its expense.

**2.24 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:**

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.25 QUALITY CONTROL (QC)**

The awarded Bidder shall:

- a) be responsible for providing an adequate quality process for verifying that the product (LED cylinder lights) provided is in accordance with the contract document and product specifications upon Miami-Dade Transit's request.
- b) have in place a procedure that establishes the requirements for ensuring that contractual requirements are understood, that the requisition clearly identifies the purchase order agreements, that product deliveries are tracked to completion of schedule and quantity, and any defects found during post-delivery are resolved as identified in these contract documents.
- c) have its record keeping activities affecting Quality maintained at the site current, up to date, and available for inspection by MDT at any time.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**2.26 COMPLIANCE WITH REGULATORY AND INDUSTRY STANDARDS**

All items to be purchased and services to be provided under this contract shall be in accordance with all governmental and/or industry standards, to include, but not be limited to: American Society for Testing Material (ASTM), Department Of Energy (DOE), Electro Technical Laboratory (ETL), International Organization for Standardization (ISO), Color Rendering Index (CRI), Illuminating Engineering Society of North America (IESNA), and Underwriters Laboratories (UL).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**3.1 SCOPE**

This contract is for the purchase of ceiling and wall mount LED Lighting Cylinder Fixtures for the brand names/model numbers listed below or an equal product (See Section 2, paragraph 2.9). The LED lighting cylinders shall have the Salient Characteristics listed below.

<b><u>BRAND NAME</u></b>	<b><u>MODEL NUMBERS</u></b>
Philips Omega	Ceiling: OM10LED95-SC-40K-WD-BLANK-BK-277 Wall: OM10LED95-WC-40K-WD-BLANK-BK-277
Lightolier	Ceiling: JM10CYL-SC-40K-WD-BLANK-BK-277 Wall: JM10CYL-WC-40K-WD-BLANK-BK-277
Guth Philips Lighting	Ceiling: TC-G-C-X-18L4-2 Wall: TC-G-W-X-1874-2)

**3.2 CEILING MOUNT LED LIGHTING CYLINDERS**

The ceiling mount fixture shall:

- a. Have a cylinder with a minimum OD (Outer Diameter) of 10" and maximum OD of 10 1/16"
- b. Be a minimum 18" long and maximum of 20".
- c. Have a cylinder outer thickness of 0.125 mm minimum
- d. Have a 1 1/2" long x 6" diameter ceiling spacer / mounting adapter of 16a galvanized steel to fit existing junction box.
- e. Have the ceiling spacer / mounting adapter set to the junction box with four (4) 1/4"-20 stainless steel 3/16" hex socket heads. All set screws shall be counter sunk.
- e. Include the mounting bracket, junction box and all fastening hardware with each fixture.

**3.3 WALL MOUNT LED LIGHTING CYLINDERS**

The wall mount fixture shall:

- a. Have a cylinder with a minimum OD of 10" and maximum OD of 10 1/16"
- b. Be a minimum 18" long and maximum of 20".
- c. Have a cylinder outer thickness of 0.125 mm minimum
- d. Have the tube arm with a minimum of 1 1/2" Wide x 4" Long extruded cast aluminum to a 6" wide x 9" long x 5/8" thick mounting cover plate. The steel mounting back plate shall be supplied, must support twice the weight of the fixture and mount to existing junction box.
- e. Include new junction boxes with each fixture.
- f. Have a tube thickness with a minimum 0.125mm.
- g. Have the fixture casting attach to the tube with four (4) – 1/4" counter sunk, 1" deep mounting bolts.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**LED Cylinder Lighting for Metrorail Stations**

**3.4 ELECTRICAL FEATURES**

The electrical features shall consist of the following:

- a. 277 volts
- b. LED ARRAY: CREE mounted to a metal clad circuit board.
- c. Shall be protected from lightning induced overvoltage by a 10K surge protector.
- d. Heat sink shall be extruded aluminum.
- e. Fixture shall be suitable for wet locations

**3.5 MECHANICAL FEATURES**

The mechanical features shall consist of the following:

- a. A fixture housing of extruded aluminum or die cast aluminum
- b. A case temperature maximum of 85 C
- c. Gasketed tempered glass lens
- d. 2 mil black powder coat paint finish
- e. All fasteners (screws, bolts, nuts, washers, set screws) shall be stainless steel and meet ANSI/ASME standards.

**3.6 LED OPTICAL SYSTEM**

The LED optical system shall consist of the following:

- a. An output watts of 50 maximum
- b. Lumens: 4300
- c. Lumens Maintenance: 50,000 hours
- d. Efficacy: 90%
- e. Minimum Color Rendering Index (CRI) of 70
- f. A color temperature of 4000K
- g. LED array: shall be mounted 3" above bottom of housing

**3.7 PRODUCT COMPLIANCE**

The LED lighting cylinders shall be certified and compliant for quality with the following agencies listed below. Certificates and/or reports shall be furnished upon the County's request.

- a. Electro Technical Laboratory (ETL) certified: Test report for quality product.
- b. IP-63 Rating rated for protection against objects intrusion, dust, water (Ingress Protection Rating/International Protection Rating).
- c. Factory producing fixture shall meet International Organization for Standardization (ISO) 9002 quality systems standard.
- d. American Society for Testing Manual (ASTM) B-117 paint compliance.
- e. Department of Energy (DOE) TM-21 L70 for energy compliance.
- f. Underwriters Laboratories (UL) product.
- g. Illuminating Engineering Society of North America (IESNA) LM-80 approved: Test for lumens maintenance report.

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

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
[REDACTED], 2013

**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**



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

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

Issued by: Ana Rioseco	ISD/PM	Date Issued: [REDACTED]	This Bid Submittal Consists of Pages [REDACTED] through [REDACTED] Plus Appendices
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Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of 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.

**LED Cylinder Lighting for Metrorail Stations**

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: 285 and 285-56
Procurement Contracting Officer: Ana M. Rioseco

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

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

**THE BIDDER MAY, AT BIDDER'S OPTION, PROVIDE AN EXCEL FILE CONTAINING THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE CORRESPONDING FILE IS TO BE DOWNLOADED AT <http://services.miamidade.gov/ISD/PM/SolicitationList.aspx>.**

**FAILURE TO SIGN PAGE [REDACTED] OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.**

**BID SUBMITTAL FOR:  
LED Cylinder Lighting for Metrorail Stations**

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

Item No.	Estimated Quantities	Product Description	Brand/Model # Offered	Unit Price
1	1663 Ea.	LED Cylinder Lights-Ceiling Mount		\$ -
2	180 Ea.	LED Cylinder Lights-Wall Mount		\$ -

CHECKLIST		YES	NO
<b>Bid Submittals</b>			
One (1) Original {Bid Submittal and Affidavits}			
Two (2) Copies of Originals {Bid Submittal and Affidavits}			
<b>Two Complete Sets Of:</b>		<b>YES</b>	<b>NO</b>
Product Information Sheets (such as factory specifications, technical specifications, standard manufacturer information sheets, catalogues and brochures). [Para. 2.9]			

SECTION 4  
BID SUBMITTAL FOR:

LED Cylinder Lighting for Metrorail Stations

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: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE OF OFFICER: \_\_\_\_\_



BID SUBMITTAL FORM

Bid Title: LED Cylinder Lighting for Metrorail Stations

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.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

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

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

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

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 A

## AFFIDAVITS FORMAL BIDS



Miami-Dade County  
 Internal Services Department  
 Procurement Management Division  
**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) f the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____	_____	_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_

by \_\_\_\_\_ He or she is personally known to me  or has produced identification

Type of identification produced \_\_\_\_\_

\_\_\_\_\_

Signature of Notary Public Serial Number

\_\_\_\_\_

Print or Stamp of Notary Public Expiration Date Notary Public Seal







# **APPENDIX B**

**FEDERAL TRANSIT ADMINISTRATION**

**AFFIDAVITS**

EXHIBIT FED-DB-1

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

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

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

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

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

\_\_\_\_\_ Signature of Participant's Authorized Official

\_\_\_\_\_ Name and Title of Participant's Authorized Official

\_\_\_\_\_ Date

**EXHIBIT FED-LB1**

**LOBBYING CERTIFICATION**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractors Authorized Official

\_\_\_\_\_  
Date

EXHIBIT FED-BY2

BUY AMERICA  
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

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

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

Select only one of the following certifications:

- Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1). The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

- OR -

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

- OR -

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, \_\_\_\_\_, \_\_\_\_\_,  
*(Print Name)* *(Title)*

representing \_\_\_\_\_, certify that, based on  
*(Name of Company)*

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

\_\_\_\_\_ under Purchase Order or Contract Number  
*(Name of Company)*

\_\_\_\_\_ entitled \_\_\_\_\_  
*(Bid No.)* *(Bid Title)*

I further certify that by \_\_\_\_\_ 20\_\_\_\_\_, \_\_\_\_\_  
*(Date)* *(Name of Company)*

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

ACKNOWLEDGMENT

\_\_\_\_\_  
Representative's Signature

**INFORMATION FOR MDT BIDDERS LIST**

Bid Description: \_\_\_\_\_

Bid No.: \_\_\_\_\_ SIC: \_\_\_\_\_

**Instructions to Bidders:** Prime must complete a form for itself and must provide a form for each firm which was contacted as a potential subcontractor. An authorized representative of each firm must complete and sign this affidavit.

**BIDDER INFORMATION:**

Firm Name: \_\_\_\_\_ F.E.I.D. \_\_\_\_\_

Street Address: \_\_\_\_\_ Suite No.: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Submitted as Prime Bidder?: Yes \_\_\_ No \_\_\_ If No, enter name of Prime: \_\_\_\_\_

Year Firm Founded: \_\_\_\_\_ Annual Gross Receipts of Firm: \$ \_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_ Email: \_\_\_\_\_

**DBE INFORMATION**

Certified in Dade County as DBE?: Yes \_\_\_ No \_\_\_ If Yes, enter expiration date: \_\_\_/\_\_\_/\_\_\_

Ethnicity (Circle one): Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_ Asian-Pacific American \_\_\_\_\_  
Subcontinent Asian American \_\_\_\_\_ Other: \_\_\_\_\_

Gender: Male \_\_\_ Female \_\_\_ DBE Commitment by Prime: \_\_\_\_\_%

**AFFIDAVIT**

I affirm that the information submitted is correct to the best of my knowledge.

\_\_\_\_\_  
Signature Name printed or typed Title Date

<p><b><u>For MDT use only:</u></b> Was the subject bid awarded to this prime? Yes _____ No _____ DBE Goal? Yes _____ No _____ DBE Goal Percent _____ %</p>
--

## Walters, Vivian (RER)

---

**From:** Rioseco, Ana (ISD)  
**Sent:** Thursday, April 25, 2013 3:48 PM  
**To:** Walters, Vivian (RER)  
**Cc:** Rioseco, Ana (ISD)  
**Subject:** RQMT1300009 LED Cylinder Lighting for Metrorail Stations  
**Attachments:** SBD DEPARTMENT INPUT.doc; LED Cylinder Lights 4-25-13.pdf

Hi Vivian,

Please review this project at your earliest convenience.

Thanks!

Ana M. Rioseco, Procurement Contracting Officer I  
Miami-Dade County, Procurement Management  
Internal Services Department  
☎ (305) 375-3704 / 📠 (305) 375-1083  
✉ [ariosec@miamidade.gov](mailto:ariosec@miamidade.gov)  
🌐 [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)  
*"Delivering Excellence Every Day"*

**Roll-Up Doors: Inspection, Repair, Furnish & Installation Services**

**RQID1300072 - Verification of Availability**

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

See Sections **2.1, 2.4 – 2.5; 2.7 – 2.16** and **3.1 to 3.7** – Paying very close attention to all Sections listed and the requirements of each. (While you are **not** bidding at this time, be mindful your response strongly influences SBD’s determination as it relates to a potential **SBE Measure**). So please be diligent in your review of the information and respond accordingly, based on your ability to meet **ALL** the applicable requirements.

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

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

Are you able to meet the “**Guarantee Against Defects**” requirements of Section 2.7?  
YES  NO

Are you able to meet the “**Service Call Response**” requirements of Section 2.12?  
YES  NO

Are you able to meet the “**Labor, Parts & Materials**” (Groups 2 & 3), requirements of Section 2.14?  
YES  NO

Please Check the **GROUP(s)** of Interest (and confirm ability to meet the related requirements):

.....

**GROUP 1** – Bi-Annual Inspection Service Requirements \_\_\_\_\_

Are you able to meet the requirements (**a through h**), for this Group Section 3.2?  
YES  NO

**GROUP 2** – Repair, Furnish & Installation Service Requirements \_\_\_\_\_

Are you able to meet the requirements (**a through f**), for this Group Section 3.3?  
YES  NO

**GROUP 3** – Emergency Repair Services \_\_\_\_\_

Are you able to meet the requirements (**a and h**), for this Group Section 3.2?  
YES  NO

Are you able to meet the “**24 hour (a day), 7 (days a week) emergency response**” requirement for this Group?  
YES  NO

.....

Are you able to meet the "Parts, Accessories & Materials" requirements of Section 3.5? YES \_ NO \_

Are you able to meet the "Lubricants" requirements of Section 3.6? YES \_ NO \_

Do you have the required licenses for this ITB (Electrical and/or General Contractor)? (Please include copies of license(s) along with this Form) YES \_ NO \_

I am "NOT" interested in this solicitation.

Name of Firm: \_\_\_\_\_ SBE Exp. Date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Please respond by close of business, ~~Monday February 25, 2012.~~

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

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

**Vivian O. Walters, Jr.**  
Contract Development Specialist II  
Regulatory and Economic Resources Department  
Small Business Development Division  
111 NW 1st Street #19 Floor, Miami, FL 33128  
walterv@miamidade.gov  
☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160  
*"Delivering Excellence Every Day"*

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

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase inspection, repair and installation services for industrial roll-up doors and related equipment situated in Miami-Dade County facilities. The types of doors include, but are not limited to, various roll-up, overhead and bi-fold garage bay doors that are electro-mechanically or manually operated. The contract shall also provide for the purchase and installation of new doors in conjunction with the needs of the County.

**2.2 TERM OF CONTRACT**

This contract shall be in effect for a period of five (5) years, commencing on the first calendar day of the month following approval of the contract by the Board of County Commissioners or designee. The contract shall expire on the last day, of the last month, of the five-year contract term.

**2.3 OPTION TO RENEW**

Prior to (or upon) completion of the initial term, the County shall have the option to renew this contract for one additional five (5) year term.

Should the awarded bidder decline the County's right to exercise the option period, the County may consider the awarded bidder in default which decision may affect that awarded bidder's eligibility for future contracts.

**2.4 METHOD OF AWARD****2.4(A) GROUP 1: Inspection Services**

Award of this group will be made to the three (3) lowest priced responsive, responsible bidders for bi-annual inspection services who meet the minimum qualifications set forth in section 2.4 paragraph (D) of this solicitation. While the award will be made to multiple bidders to assure availability, the lowest priced bidder will be given the first opportunity to perform under this contract. The County intends to award this contract to the designated lowest bidder as the primary, the designated second lowest bidder as the secondary bidder and the third lowest bidder as the tertiary bidder. If the primary bidder declines this opportunity the County shall seek the identified services from the secondary bidder, or from the tertiary should the secondary decline.

Awarded bidders under Group 1 are deemed prequalified for Group 2, and are therefore eligible to participate in future spot market competitions for repair and installation services of roll-up door systems at any county facility identified in this solicitation. Bidders can complete Section 4.3 to automatically participate Group 2.

**2.4(B) GROUP 2: Repair, Furnish and Installation Services**

All responsive and responsible bidders that meet the minimum qualifications described in Section 2.4 paragraph (D), will be deemed pre-qualified to participate in future spot market competitions for the repair, furnish and installation services of industrial roll-up doors at various County facilities.

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

When the County identifies a repair or installation, the bidders will be invited to offer a proposal for the service. The award of the service to one bidder does not preclude the remaining pre-qualified bidders from submitting proposals for other services when requested by County departments.

It shall be the sole prerogative of the County as to the number of bidders who will be initially included as a prequalified bidder under this contract. During the term of this contract, the County reserves the right to add or delete bidders as it deems necessary or in its best interests. If the County elects to add bidders, they must meet the minimum qualifications established for the original competition.

**2.4(C) GROUP 3: Emergency Repair Services**

Award of this group will be made to the three (3) lowest priced responsive, responsible bidders for emergency repair services who meet the minimum qualifications set forth in section 2.4 paragraph (D) of this solicitation. While the award will be made to multiple bidders to assure availability, the lowest priced bidder will be given the first opportunity to perform under this contract. The County intends to award this contract to the designated lowest bidder as the primary, the designated second lowest bidder as the secondary bidder and the third lowest bidder as the tertiary bidder. If the primary bidder declines this opportunity the County shall seek the identified services from the secondary bidder, or from the tertiary should the secondary decline.

**2.4(D) Minimum Qualifications for Groups 1, 2 and 3.**

In addition to other County and contract requirements, all bidders shall meet the following minimum qualifications: (See Section 4.1)

1. Bidders and/or its subcontractor(s) shall hold an Electrical and/or General Contractors License. A valid copy of the license shall be included in the bidder's bid submittal.
2. In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture which submits an offer in response to this County solicitation, shall provide a valid Certificate of Competency for Garage and Industrial Doors issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed.
3. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime bidder's offer.
4. Bidders shall have at least one (1) year experience in inspection, repair and installation services as described herein. Bid submittals shall therefore include a minimum of three (3) references where the firm has performed the required services.
5. Bidder shall maintain a fully equipped office with phone, facsimile and an e-mail address of staff accessible Monday thru Friday, during working hours from 8:00 AM to 5:00 PM, to respond to the County's requests. Information shall also be included for 24-hour, 7 day emergency requests. (See Section 4.4)

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

**2.5 PRICES****2.5(A) GROUP 1: Inspection Services**

The initial contract prices for inspection services resultant from this solicitation, shall remain fixed and firm for a twelve-month period from the contract's initial effective date. Bidders may request a price adjustment no less than ninety (90) days prior to the completion of each twelve-month period of the contract term. It is the bidder's responsibility to request any pricing adjustment under this provision, and the request should not be in excess of the relevant pricing index change. The County may consider an adjustment to price based on the Bureau of Labor Statistics Consumer Price Index (CPI), for the categories of 'All Urban Consumers', 'All Items', 'Miami-Ft. Lauderdale Area'.

Failure to request a price adjustment within the allotted time will be interpreted by the County as acceptance of contract continuation without pricing adjustment. Any adjustment request received after the commencement of a new twelve month period may not be considered.

Equally, the County reserves the right to negotiate lower pricing for each twelve month period based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term based on the downward movement of the CPI.

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

The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, materials and any other element of cost. This rate is assumed to be at 'straight-time', except where otherwise stated. The bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. (See Section 4.2)

**2.5(B) GROUP 3: Emergency Repair Services**

The initial contract prices for emergency repair services resultant from this solicitation, shall remain fixed and firm for a twelve-month period from the contract's initial effective date. A price adjustment is permissible under the guidelines described in Section 2.5 paragraph (A).

**2.6 INDEMNIFICATION AND INSURANCE**

- a. Additional or revised insurance requirements may be necessary when performing work in certain County facilities, such as Miami-Dade Aviation Department (MDAD), Miami-Dade Seaport Department, or other County departments with limited or restricted access. Any change or addition to insurance requirements will be detailed in any Request for Quotations (RFQ) issued subsequent to award of this contract.
- b. Commercial General Liability Insurance in an amount not less than one million (\$1,000,000) combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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

- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

**Contractors will not be permitted on the Miami International Airport's Aircraft Operating Airside (AOA) without increasing automobile coverage to \$5 million.** Only vehicles owned or leased by a company will be authorized for the AOA. Vehicles owned by individuals will not be authorized. A \$1 million limit applies to all other MDAD airports.

**2.7 GUARANTEE AGAINST DEFECTS**

Bidder(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment for a period of one hundred and eighty (180) calendar days after date of acceptance of the labor, material and/or equipment by the County. The bidder shall promptly correct these deficiencies without cost to the County, within two (2) calendar days after receiving notification of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

**2.8 CHANGES**

Although this solicitation and resultant contract identifies specific sites and types of services, it is hereby agreed and understood that the County may at its option, add or delete sites and services. Should the County determine that sites need to be added, the County will obtain quotes from all the awarded bidders for Group 2 on an as-needed basis.

**The County may determine to obtain price quotes for the additional services from other bidders in the event that fair and reasonable pricing is not obtained from the current contract bidders, or for other reasons, at the County's discretion.**

**2.9 COMPLIANCE / REGULATIONS**

*2.9(A) Legal Requirement for Pollution Control*

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through Permitting, Environment and Regulatory Affairs 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

*2.9(B) Toxic Substances/Federal "Right to Know" Regulations*

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

**SECTION 2**  
**SPECIAL CONDITIONS***2.9(C) Accident Prevention, Barricades and Safety*

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State, Florida Department of Transportation and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the Department. Bidder shall conduct tasks so that they will not interfere with any airport operations, pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and parking lots bus areas.

Bidder agrees to perform all work in a manner that meets all accepted standards for safe practice, and to safely maintain and operate all the equipment used in the performance of this contract. The County, reserves the right to issue immediate restrain or cease and desist to a bidder, when unsafe or harmful acts are observed or reported while performing under the contract. Hazardous conditions, not caused or correctable by Bidders are to be immediately reported to the Project Manager, or designee.

**2.10 WORK***A. NOTIFICATION TO BEGIN WORK*

The awarded bidder shall neither commence any work, nor enter a County facility, until a purchase order directing the bidder to proceed with various items of work has been received from an authorized representative of the Department, provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

*B. CLEAN-UP*

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

**2.11 WORKING HOURS**

The bidder shall perform the requirements of this contract during regular working hours and days, except if alternate scheduling is agreed upon with the Department. Regular working hours and days are defined as Mondays through Fridays, 8:00AM to 5:00PM.

**2.12 REGULAR SERVICE CALL RESPONSE**

Bidder shall acknowledge all regular service calls within an hour of notification from the Department representative. The bidder should respond to the actual service call location within twenty-four hours after such notification, unless instructed differently by the Department's representative. For bi-annual inspections performed under Group 1, the successful bidder will coordinate dates and times with the Departments.

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

**2.13 REPORTING ARRIVAL AND DEPARTURE**

The awarded bidder's staff assigned to a project shall report their arrival and departure from the facilities or job site to an authorized representative of the Department. The awarded bidder shall obtain the name, title, and signature of the authorized County representative for the acceptance of the work completed. This information shall be included with the bidder's invoice.

**2.14 LABOR, PARTS AND MATERIALS: GROUPS 2 AND 3**

Bidder(s) shall furnish all labor, parts and materials necessary for satisfactory contract performance. When not specifically identified in the scope of work, such parts and materials shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the County's inspection and approval.

The bidder shall not charge the County any markup for parts used for work performed under this contract. Any parts supplied shall be provided at the manufacturer's list price. Proof of actual cost shall be submitted with the bidder's invoice for the specific work completed.

**2.15 SUB-CONTRACTING**

Bidder(s) will be permitted use of sub-contractors. The company name, contact person, and a copy of their license/certificate shall be submitted to the Department's Project Manager at the point and time when a purchase order is issued. The sub-contractors are the responsibility of the bidder and not of the County. All sub-contractors performing work for the County shall be duly licensed prior to commencement of work.

Bidder(s) shall be fully responsible to the County for the acts and omissions of the sub-contractors and persons employed by them, as they are for acts and omissions of person(s) directly employed by them.

The County department reserves the right to approve, disapprove, or dismiss any sub-contractors.

Nothing contained in this bid solicitation shall be construed to create any contractual relationship between any sub-contractor and the County.

**2.16 UNAUTHORIZED WORK**

Neither the bidder nor any of their employees shall perform any work other than the work that is defined herein. The County representative may permit specific exceptions to the provisions of this paragraph when such permission is given in writing.

A bidder shall not be paid for any work performed outside the scope of the contract, or any work otherwise unauthorized.

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

**3.1 SCOPE OF WORK**

The bidder shall furnish all labor, parts and materials where necessary to perform inspections, repairs and installations of various roll-up doors, roll-up windows, bi-fold bay doors, overhead doors, related motors and similar types of industrial doors at various Miami-Dade County facilities. The successful bidders will also be required to furnish and install new equipment on an as-needed basis.

**3.2 GROUP 1: BI-ANNUAL INSPECTION SERVICE REQUIREMENTS**

The bidder shall inspect equipment when scheduled bi-annually by the Department, and shall render such maintenance necessary to keep the equipment in proper and safe operating condition. The services must include:

- a. Examination, cleaning, adjustment, lubrication, repairs, and replacement of parts where necessary
- b. Operate each door while inspecting gears, chains, and other moving parts for free operation, wear, and possible damage
- c. Inspect curtain guides for dents and obstruction
- d. Inspect curtain slates for dents and holes
- e. Inspect and, if necessary, adjust the torsion of the counter balance spring
- f. Inspect and, if necessary, apply more lubrication to gears and other moving parts
- g. Inspect the motor for any electrical faults or deficiencies. Correct electrical faults and deficiencies as appropriate
- h. Inspect and, if necessary, adjust the limit switches

Should the bidder discover a needed repair during inspection, the bidder shall notify the Department and provide a written report for that repair. That report shall list separately; (a) details of the corrective action required, (b) parts and (c) labor. The County Department will then invite all prequalified bidders under Group 2 to submit a quote for that specific repair as outlined in Section 2.4.

**Note:** Upon completion of each inspection the bidder shall complete a "Checklist for Maintenance Services" form, provided as Attachment 'A' in this solicitation.

**3.3 GROUP 2: REPAIR, FURNISH & INSTALLATION SERVICE REQUIREMENTS**

The bidder shall provide the following services as required for regularly scheduled requests:

- a. Repair or furnish and install roll-up door equipment upon receipt of a purchase order, approved and scheduled by a Department

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- b. Test all components serviced and/or installed, in the presence of a representative from the requesting Department, at the completion of the service
- c. Tag each repaired and/or installed equipment with company information and date of repair.
- d. If a repair cannot be completed, the door must be secured in the closed position, or to the greatest extent practical for the site as approved by the Department, in order to protect the integrity of the facility, its occupants, and/or contents.
- e. Repairs that take more than 24 hours to complete must be justified and approved by the Department. Jobs exceeding 24 hours in which the door cannot be operated and the building secured, may require the County to provide staff to safeguard the facility. Should the delay prove unjustified, the County reserves the right to charge the bidder for these extraordinary expenses.
- f. In the event that a repair takes more than 24 hours to complete, the bidder shall provide the Department with twice-daily progress reports. Status calls should be spaced (i.e. AM and PM) and an expected completion time refined at each report.

If the repair work extends beyond 96 hours without the Department's approval, the County reserves the right to discharge the bidder and secure the completion of the repairs from other contract bidders, or from other sources in the best interest of the County. The initial bidder shall be liable for any re-procurement charges.

**3.4 GROUP 3: EMERGENCY REPAIR SERVICES**

Emergency service shall be for any unforeseen or unanticipated work not covered by scheduled repairs during regular working hours (defined in Section 2.11). As such, the bidder shall provide 24 hour, 7 day emergency response contact information under this contract. (See Section 4.5) When responding to an emergency call, an assessment must be communicated to the Department within 30 minutes of arrival at the site. If an immediate repair is not possible, the bidder must provide an accurate projection of expected completion time. **All the requirements of Section 3.3 shall apply to this group.**

- (a) During regular working hours, emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within one and one-half (1½) hours after notification by the County.
- (b) Beyond regular working hours, emergency response time shall be within two (2) hours after notification by the County.

A written estimate, approved by the Department, will be required for all emergency repairs before commencement of work. Justifiable costs above the original estimate will also require Departmental approval.

**3.5 PARTS, ACCESSORIES AND MATERIALS**

All parts, accessories and materials used shall be genuine parts as manufactured and distributed by the manufacturer of the industrial doors being serviced. All non-original equipment manufacturer parts must be approved by the Department before installation.

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**3.6 LUBRICANTS**

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular type of industrial door to be repaired. Oils and greases must be approved by the manufacturer.

**3.7 LOCATION AND DESCRIPTION OF EQUIPMENT**

3.7(A) **BI-ANNUAL INSPECTIONS, REPAIRS & INSTALLATION SERVICES** will be needed by the following:

**SUSTAINABILITY, PLANNING AND ECONOMIC ENHANCEMENT DEPARTMENT**

Item	Location	Type of Door	# of Doors
1	2615 NW 10 <sup>th</sup> Avenue	Roll-up overhead garage doors	6

**FIRE RESCUE DEPARTMENT**

Item	LOCATION (All doors are Roll-Up Overhead Garage type unless described otherwise)	# of Doors
1	Miami Lakes; 16699 NW 67 <sup>th</sup> Ave	4
2	Model Cities; 6460 NW 27 <sup>th</sup> Ave (Bi-Fold Bay Door)	6
3	Tropical Park; 3911 SW 82 <sup>nd</sup> Ave	2
4	Coral Reef; 9201 SW 152 <sup>nd</sup> St	4
5	Princeton; 13150 SW 238 St	2
6	Modello; 15890 SW 288 St	4
7	W. Little River; 9350 NW 22 Ave	4
8	Aventura; 2900 Aventura Blvd	5
9	Kendall; 7777 SW 117 <sup>th</sup> Ave	3
10	Sunny Isles; 75 - 172 Street	6
11	Carol City; 18705 NW 27 <sup>th</sup> Ave	4
12	Logistical Services Bldg. 6000 SW 87 Ave	20
13	South Miami; 5860 SW 70 <sup>th</sup> Street	5
14	Key Biscayne; 2 Crandon Boulevard	4
15	Homestead (Old); 325 NW 2 <sup>nd</sup> Street	7
16	Homestead (New); 325 NW 2 <sup>nd</sup> Street (Bi-Fold Bay Door)	6
17	Virginia Gardens; 7050 NW 36 <sup>th</sup> Street	4
18	N. Miami West; 650 NW 131 <sup>st</sup> Street	4
19	N. Miami East; 13000 NE 16 Avenue	3
20	Haulover; 10500 Collins Avenue	6
21	NE Region; 15655 Biscayne Blvd.	4
22	Sunny Land; 7825 SW 104 <sup>th</sup> Street	4
23	Opa-Locka; 3190 NW 119 <sup>th</sup> Street	6
24	Hialeah Gardens; 10350 NW 87 Ave	1
25	Sweetwater; 351 SW 107 Avenue	4
26	Miami Shores; 9500 NW 2 Avenue	4

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**TECHNICAL SPECIFICATIONS**

27	Sun Ray;	17050 NE 19 Avenue	4
28	Uleta;	16899 NE 3 Court	2
29	Cutler Ridge;	10850 SW 211 Street	8
30	Miami Spring;	201 Westward Drive	2
31	Hammocks;	10001 Hammocks Blvd.	5
32	West Bird;	4200 SW 142 Avenue	3
33	Golden Glades;	575 NW 199 <sup>th</sup> Street	3
34	Seaport;	1301 African Way, Shed A	4
35	West Miami;	901 SW 62 Avenue	2
36	Fisher Island;	65 Fisher Island Drive	4
37	Richmond;	13390 SW 152 <sup>nd</sup> Street	4
38	Palm Springs North;	7700 NW 186 <sup>th</sup> Street	4
39	Doral;	9710 NW 58 <sup>th</sup> Street	3
40	Medley;	10200 NW 116 Way	4
41	Westchester;	9361 SW 24 <sup>th</sup> Street	2
42	Fontainebleau;	8825 NW 18 <sup>th</sup> Terrace	4
43	Pinecrest;	10850 SW 57 <sup>th</sup> Avenue	1
44	Perrine;	9798 Hibiscus Street	2
45	Honey Hill;	4775 NW 199 <sup>th</sup> Street	4
46	S. Miami Heights;	12105 Quail Roost Drive	4
47	Turnpike;	11600 SW Turnpike Hwy	4
48	Bunche Park;	15250 NW 27 <sup>th</sup> Avenue	4
49	Saga Bay;	21501 SW 87 <sup>th</sup> Avenue	4
50	West Sunset;	16250 SW 72 <sup>nd</sup> Avenue	4
51	8501 SW 127 Ave.		4
52	12700 SW 6 St.		4
53	17605 Coconut Palm		4
54	15155 SW 10 Street		4
55	Perrine;	9798 Hibiscus Street	2
56	Homestead;	1350 SE 24 Street	4
57	Village of Homestead;	3100 SE 8 Street	6
58	Doral;	11151 NW 74 Street (Bi-Fold Bay Door)	6
59	Headquarters(FMB)	9300 NW 41 Street	12
60	HQ Training Site,	9300 NW 41 Street	14
61	Warehouse;	8010 NW 60 Street	8
62	Doral;	8141 NW 80 Street (Interior Roll-Up Grille)	2
63	Doral;	8141 NW 80 Street	10

**INTERNAL SERVICES DEPARTMENT**

Item	Locations (All doors are roll-up)	# of Doors
1	Courthouse Center, 175 NW 1 <sup>st</sup> Avenue, Suite # 152	5
2	SPCC, 111 NW 1 Street	7
3	Medical Examiner Dept., 1851 NW 10 <sup>th</sup> Avenue	4
4	Metro Annex, 860 NW 23 <sup>rd</sup> Street	1
5	E.R. Graham, 1350 NW 12 <sup>th</sup> Avenue	1
6	Brummer Building (PD), 1320 NW 14 <sup>th</sup> Street	1

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

7	Coral Gables Courthouse,	3100 Ponce De Leon Blvd.	2
8	Business Supplies Shop Warehouse;	2225 NW 72 Avenue	1
9	County Store,	980 W. 84 <sup>th</sup> Street	1
10	DCC,	73 West Flagler	4
11	MDFB,	140 West Flagler	3
12	Cultural Center,	101 West Flagler	1
13	CSF,	200 NW 1 <sup>st</sup> Street	3
14	Garage 5,	270 NW 2 <sup>nd</sup> Street	5
15	Hickman Bldg.	275 NW 2 <sup>nd</sup> Street	3
16	Record Center,	9350 NW 12 <sup>th</sup> Street	1
17	Elections Building,	2700 NW 87 Avenue	8
18	Landmark,	20000 NW 47 Avenue	16
19	Richard E. Gerstein Building,	1351 NW 12 Avenue	3
20	ISD Trade Shops,	3501 NW 46 Street	8
21	Overtown Transit Village North,	701 NW 1 Court	3
22	Overtown Transit Village South,	601 NW 1 Court	1
23	Data Processing Center,	5680 SW 87 <sup>th</sup> Avenue	7
24	Telecommunications Center,	6010 SW 87 <sup>th</sup> Avenue	11
25	Shop 1 Main - E8A6,	703 NW 25th Street	6
26	Downtown Motor Pool - D5B7,	201 NW 1st Street	4
27	Police Headquarters,	9109 NW 25th Street	9
28	South Dade Government Center,	10740 SW 211th Street	7
29	Station 1,	5975 Miami Lakes Drive	2
30	Station 2,	2950 NW 83rd Street	1
31	Station 5,	7707 SW 117th Avenue	1
32	Station 6,	15665 Biscayne Boulevard	1
33	Station 8,	10000 SW 142nd Avenue	4
34	Station 9,	18802 NW 27th Avenue	4
35	Shop 2, Auto,	6100 SW 87th Avenue	5
36	Shop 3, Auto,	8801 NW 58th Street	2
37	Shop 3, Main,	8801 NW 58th Street	14
38	Shop 3A, Northeast,	18701 NE 6th Avenue	8
39	Shop 3B, Southwest,	7900 SW 107th Avenue	8
40	Shop 3C,	8801 NW 58th Street	8
41	Shop 3D,	10820 SW 211 Street	6
42	Tire Shop,	8801 NW 58th Street	2
43	ICFB Building,	11500 NW 25 <sup>th</sup> Street	4

**MIAMI-DADE TRANSIT DEPARTMENT**

Item	Locations (All doors are roll-up)	# of Doors
1	Central Bus Facility Revenue, 3300 NW 32 <sup>nd</sup> Ave	1
2	Central Bus Facility, O&I, Fuel Island, 3431 NW 31 <sup>st</sup> St.	1
3	Central Bus Facility, O&I, 3431 NW 31 <sup>st</sup> St.	23
4	Central Bus Facility, SS, 3295 NW 31 <sup>st</sup> St.	43

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5	Central Bus Facility, BMB,	3311 NW 31 <sup>st</sup> St.	4
6	Central Bus Facility, FAC,	3312 NW 31 <sup>st</sup> St.	4
7	Central Bus Facility, WHSE,	3401 NW 31 <sup>st</sup> St.	4
8	Coral Way Bus,	2775 SW 74 Ave.	38
9	Northeast Bus Facility – N.E. Garage	360 NE 185 St.	29
10	William Lehman Facility,	6601 NW 72 Ave.	38
11	Palmetto Station,	7701 NW 79 Ave.	6
12	Okeechobee Station,	2005 W. Okeechobee Rd.	11
13	Hialeah Station,	115 East 21 <sup>st</sup> St.	6
14	Tri-Rail Station,	1125 East 25 <sup>th</sup> St.	3
15	Northside Station,	3150 NW 79 <sup>th</sup> St.	6
16	Martin Luther King Station,	6205 NW 27 <sup>th</sup> Ave.	16
17	Brownsville Station,	5200 NW 27 <sup>th</sup> Ave.	6
18	Earlington Heights Station,	2100 NW 41 St.	4
19	Allapattah Station,	3501 NW 12 <sup>th</sup> Ave.	3
20	Santa Clara Station,	2050 NW 12 <sup>th</sup> Ave.	4
21	Civic Center Station,	1501 NW 12 <sup>th</sup> Ave.	2
22	Culmer Station,	701 NW 11 <sup>th</sup> St.	4
23	Overtown Station,	100 NW 6 <sup>th</sup> St.	3
24	Government Center Station,	111 NW 1 <sup>st</sup> St.	4
25	Brickell Station,	801 SW 1 <sup>st</sup> Ave.	3
26	Vizcaya Station,	3201 SW 1 <sup>st</sup> Ave.	3
27	Coconut Grove Station,	2780 SW 27 <sup>th</sup> Ave.	3
28	University Station,	5400 Ponce De Leon Blvd	3
29	Douglas Road Station,	3100 Douglas Rd.	6
30	South Miami Station,	5949 Sunset Dr.	12
31	Dadeland North Station,	8300 South Dixie Hwy	12
32	Dadeland South Station,	9150 Dadeland Blvd	3
33	DPM Maintenance Bldg/Downtown,	100 SW 1 <sup>st</sup> Ave.	9
34	School Board DPM,	50 NE 15 St.	3

**MIAMI-DADE POLICE DEPARTMENT**

Item	Locations (All doors are roll-up)	# of Doors
1	Special Patrol Bureau; 1567 NW 79 <sup>th</sup> Avenue	10
2	Professional Compliance Bureau; 18805 NW 27 <sup>th</sup> Avenue	2
3	Facilities Maintenance Section (South Office); 7617 SW 117 <sup>th</sup> Avenue	2
4	Tamiami Aviation Unit; 13930 SW 127 <sup>th</sup> Avenue	1
5	Opa-Locka Aviation; 4285 NW 145 <sup>th</sup> Street	1
6	Confiscated Property; 18930 SW 216 <sup>th</sup> Street	1

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**TECHNICAL SPECIFICATIONS**

**MIAMI-DADE WATER AND SEWER DEPARTMENT**

**Note:** The number of doors include roll-up type windows as indicated.

Item	Locations (All doors are roll-up unless described otherwise)	# of Doors
1	36 <sup>th</sup> Street, 3625 NW 10 Avenue	3
2	Alex Orr, 6800 SW 87 Avenue	1
3	Distribution, 1001 NW 11 Street	22
4	Douglas, 3071 SW 38 Avenue (1 window)	5
5	HUD, 678 NW 7 Street	8
6	LeJeune, 3575 S. LeJeune Road	1
7	Medley, 7301 NW 70 Street	6
8	South Miami Heights, 20820 SW 117 Avenue	8
9	Virginia Key, 3939 Rickenbacker Causeway	3
10	Westwood Lakes, 4801 SW 117 Avenue (1 window)	22
11	Hialeah – Preston, 1100 W. 2 Avenue	37
12	P.S.#516, 10390 Puerto Rico Drive, Cutler Bay	1
13	P.S.#517, 18445 Old Cutler Road, Palmetto Bay	1
14	P.S.#522, 20900 SW 117th Avenue, SMH Facility	1
15	P.S.#691, 551 SE 8th Street, Homestead	1
16	P.S.#692, 30211 SW 147 Avenue, Miami	1
17	P.S.#706, 18710 SW 87th Avenue, Miami	1
18	P.S.#1010, 28402 SW 144th Avenue, Miami	1
19	P.S.#1051, 18701 Lenaire Drive, Cutler Bay	1
20	P.S.#1072, 35401 SW 179 Avenue, Miami	1
21	P.S.#1073, 460 NW 5th Avenue, Florida City	1
22	P.S.#536, 8989 SW 117th Avenue	3
23	P.S.#559, 8700 SW 95th Avenue	2
24	P.S.#571, 8260 SW 97 Avenue	1
25	P.S.#300, 12700 NW 30th Avenue	1
26	P.S.#307, 201 W. 74th Place	1
27	P.S.#329, 6350 Lake Patricia Drive	1
28	P.S.#345, 15000 NW 37th Avenue	1
29	P.S.#346, 13760 NE 5th Avenue	1
30	P.S.#347, 1825 NE 150th Street	1

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31	P.S.#348,	5700 E. 8th Avenue	1
32	P.S.#414,	13940 NW 60th Avenue	1
33	P.S.#415,	3750 NW 181st Street	1
34	P.S.#416,	7301 NW 186th Street	1
35	P.S.#417,	7870 NW 178th Street	1
36	P.S.#418,	3330 W. 76th Street	1
37	P.S.#421,	20215 NW 2nd Avenue	1
38	P.S.#422,	3028 NW 208th Terrace	1
39	P.S.#423,	2459 NE 204th Street	1
40	P.S.#424,	21101 NE 28th Avenue	1
41	P.S.#425,	19201 NE 29th Avenue	1
42	P.S.#426,	4001 NE 163rd Street	1
43	P.S.#1310,	151 NW 37th Avenue	2
44	P.S.#187,	1 Northwest Blvd.	1

3.7(B) **REPAIR & INSTALLATION SERVICES ONLY – NO BI-ANNUAL INSPECTIONS NEEDED** by the following:

**AVIATION DEPARTMENT**

Item	Locations	# of Doors
1	Miami International Airport (MIA), 4331 NW 22 Street	N/A
2	Opa-Locka Airport, 14201 NW 42 Avenue	N/A
3	Kendall-Tamiami Executive Airport, 12800 SW 145 Avenue	N/A
4	Homestead General Airport, 28700 SW 217 Avenue	N/A
5	Training and Transition (T&T) Airport, 54575 E. Tamiami Trail	N/A

**NOTE:** Facilities include: Main Terminal Buildings, Maintenance/Storage Buildings, Cargo and other buildings operated/managed by MDAD at all airports. An accurate inventory is not available at this time.

**CORRECTIONS & REHABILITATION DEPARTMENT**

Item	Locations (All doors are roll-up unless described otherwise)	# of Doors
1	Pre-Trial Detention Center, 1321 NW 13 St	7
2	Women's Detention Center, 1401 NW 7 Ave	1
3	Turner-Guilford-Knight Correction Center, 7000 NW 41 St	9
4	Training Treatment Center, 6950 NW 41 St	20 *
5	Metro West Detention Center, 13850 NW 41 St	3

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6	Property Warehouse,	7845/7855 NW 148 St	4
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**Note:** [ \* ] Denotes doors as manual roll-up, **not** electro-mechanical.

**PARKS, RECREATION AND OPEN SPACES DEPARTMENT**

**Note:** The number of doors include roll-up windows as indicated.

Item	Locations (All doors are roll-up)	# of Doors
1	Amelia Earhart Park, 401 E. 65 Street (3 windows)	5
2	Arcola Park, 1680 NW 87 Street	1
3	Arcola Pool, 1680 NW 87 Street	2
4	Country Lake Park, 19505 NW 87 Avenue	1
5	Country Village Park, 6550 NW 188 Terrace	2
6	Gwen Cherry Pool, 7090 NW 22 Avenue	1
7	Highland Oaks Park, 20300 NE 24 Avenue	1
8	Jefferson Reaves Sr. Park, 3090 NW 50 <sup>th</sup> Street	8
9	Little River Park, 10525 NW 24 Avenue (1 window)	2
10	Little River Pool, 10525 NW 24 Avenue	1
11	Dr. MLK Jr. Memorial Park, 6160 NW 32 Court	1
12	Dr. MLK Jr. Maintenance Shop, 6160 NW 32 Court	3
13	Marva Y. Bannerman Pool, 4830 NW 24 Avenue	2
14	Norman & Jean Reach Park, 7901 NW 176 Street	1
15	NFL/YET Center, Gwen Cherry Park, 7090 NW 22 Ave. (1 window)	7
16	Olinda Park, 5100 NW 21 <sup>st</sup> Avenue	1
17	West Little River Park, 2450 NW 84 Street (1 window)	3
18	Crandon Park (Concession 1), 6747 Crandon Boulevard	6
19	Crandon Park (Concession 2), 6747 Crandon Boulevard	3
20	Crandon Park (Concession 3), 6747 Crandon Boulevard	9
21	Crandon Park (Snack Bar), 6747 Crandon Boulevard (5 windows)	10
22	Crandon Park (Carousel), 6747 Crandon Boulevard	8
23	Pelican Harbor (Pier A), 1275 NE 79 Street	1
24	Pelican Harbor (Fuel Dock), 1275 NE 79 Street	1
25	Tennis Center (Pro Shop), 7300 Crandon Boulevard	1
26	Tennis Center (Stadium), 7300 Crandon Boulevard	1
27	Tennis Center (Loading Dock), 7300 Crandon Boulevard	1
28	Tennis Center (Concession), 7300 Crandon Boulevard	2
29	Matheson Hammock, 9610 Old Cutler Road	1
30	Black Point, 24775 SW 87 Avenue	3
31	Haulover Park (Maintenance), 10800 Collins Avenue	4
32	Haulover Park (Turtle Hut), 10800 Collins Avenue	1
33	Haulover Park (Old Bath House), 10800 Collins Avenue	1
34	Kendall Shops Warehouse, 11395 SW 79 Street	15
35	South Trade, 12451 SW 184 Street	19
36	North Trade, 200 West 74 Place (4 windows)	19
37	Warehouse, 11379 SW 79 Street	3

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38	Devon Air Park,	10411 SW 122 Avenue	(1 window)	3
39	Camp Owaissa Bauer,	17001 SW 264 Street	(2 windows)	3
40	Deerwood Bonita Lakes,	14445 SW 122 Avenue	(1 window)	2
41	Wild Lime,	14751 Hammocks Boulevard	(2 windows)	3
42	Eureka Villas,	18320 SW 119 Avenue	(1 window)	2
43	Hammocks Community,	9885 Hammocks Boulevard	(5 windows)	7
44	West Kendall Dog Park,	12001 SW 157 Avenue		1
45	South Dade Park,	28151 SW 164 <sup>th</sup> Avenue		1
46	Helen Sands Pool Park,	16350 SW 280 Street		2
47	Sgt. Joseph Delancy Park,	14450 Boggs Drive	(2 windows)	3
48	Eureka Park,	18320 SW 119 Avenue	(2 windows)	3
49	Colonial Drive Park,	10750 SW 156 Terrace	(1 window)	2
50	West Perrine,	10371 SW 170 Terrace	(1 window)	3
51	Goulds Park,	11350 SW 216 Street	(1 window)	5
52	Southridge Park,	11250 SW 192 Street		4
53	Naranja Park,	14150 SW 264 Street		2
54	Homestead Air Reserve Park,	27401 SW 127 Avenue	(1 window)	2
55	Crandon Tennis Stadium,	7300 Crandon Boulevard	(all windows)	15

**PORT OF MIAMI**

Item	Locations (All doors are roll-up)	# of Doors
1	Maintenance Building 1580 N. Cruise Blvd.	11
2	Garage - C 1648 N. Cruise Blvd.	1
3	Shed - C 1720 Africa Way	14
4	Terminal - B and C: 1741-1751 N. Cruise Blvd.	16
5	Shed - B 1509 N. Cruise Blvd.	25
6	Terminal - D 1435 N. Cruise Blvd.	33
7	Terminal - 10 1303 N. Cruise Blvd.	9
8	Terminal - E 1265 N. Cruise Blvd.	33
9	Terminal - 2 : Pod 2 1177 N. Cruise Blvd.	1
10	Pod - 3	1
11	Terminal - F 1103 N. Cruise Blvd.	41
12	Pod - 4	1
13	Terminal - G 909-1055 N. Cruise Blvd.	40
14	Pod - 5	1
15	Terminal - J 1120 N. Cruise Blvd.	4
16	Shed - E 514 Australia Way	10

## PRESUBMITTAL BRIEFING

- As was previously stated the CBE measure established for this solicitation is a **22% CBE Sub-Consultant Goal**
- The sub-consultants being utilized must be certified CBE firms (**Tier 1 CBE and/or Tier 2**) at the time of proposal submittal and must maintain this certification from the time of proposal award and throughout the duration of the agreement).
- Proposers who are CBEs (**Tier 1 CBE or Tier 2**) may perform up to 100% of the CBE goal utilizing their own forces (for the purposes of this Design-Build, this is not applicable)
- The **Letter of Agreement (LOA) – CBE Form 105** must be submitted at the time of proposal submittal and must reflect the following:
  - ✓ Reflecting the CBE / CBEs being utilized to meet the **Set-aside**.
  - ✓ The Technical Category (or Categories) each will perform
  - ✓ Related Percentage
  - ✓ Signatures and related information of the **Proposer/s** and **Sub-consultant/s**
- Please ensure the required LOA/s is/are submitted (as applicable). Failure to submit the required **Letter of Agreement** at the specified time may deem the proposal **non-responsive**.
- In cases where correctables exist, the Proposer has **48 hrs** from notification from SBD to provide such clarifications and/or correctables. Correctables are as follows:
  - ✓ Missing Percentage/s
  - ✓ Missing **Proposer's** Signature
  - ✓ Missing **Sub-consultant's** Signature
  - ✓ Missing Scopes of work (**Technical Category/s**)
- Please ensure the **CBEs** being utilized to meet the goals are certified in the technical categories they are listed to perform. The can be confirmed or verified via our website: **<http://www.miamidade.gov/business/reports-certification-lists.asp>**  
Or, to have them provide you with their letter from SBD indicating the Technical Categories in which they are CBE certified and their certification expiration dates.

- Any question specific to the project please submit it in writing copying the Clerk of the Board and coordinator who will then forward the question to SBD.

**Construction Portion – CSBE**

This project also carries a **10.90% 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup> Tier CSBE Goal** – However based on the type of Goal assigned to the construction portion, the SOI is not required to be submitted at this phase – the **Utilization and Assurance form 105a** will suffice, until such time as the Prime identifies the CSBE subcontractor who will be utilized to meet the aforementioned goal – SBD must be contacted at that phase, before proceeding.

**Responsible Wages: Basic Info** (refer them to Alicia Anderson for additional info **305 375-3157**)