

## DEPARTMENTAL INPUT

### CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. 9773-0/14

Contract   
  Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: RQMT1500005   
 TERM OF CONTRACT   YEAR(S) WITH   YEAR(S) OTR

Requisition /Project Title: PURCHASE OF 41 HYBRID VEHICLES

Description: Purchase of Hybrid Vehicles

Issuing Department: Transit   
 Contact Person: Fred Shields   
 Phone: 305-637-3709

Estimate Cost: 1,041,274.95   
 Funding Source: GENERAL   
FEDERAL   
OTHER

FTA

### ANALYSIS

Commodity Codes: 070-06

Contract/Project History of previous purchases three (3) years

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

	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$
<b>Comments:</b>			

Continued on another page (s):     YES     NO

### RECOMMENDATIONS

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

Basis of recommendation:

This project is funded by Federal Transit Administration

Signed:    
 Date sent to SBD: 12/05/14

Date returned to DPM:

**SECTION 2 - SPECIAL TERMS AND CONDITIONS**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for purchase of up to 41 new Hybrid (Gasoline/Electric) vehicles for Miami-Dade County (County) on behalf of Miami-Dade Transit (MDT) department.

**2.2 TERM OF CONTRACT**

This contract shall commence upon the date of the purchase order and shall remain in effect for one (1) year until the model year of the vehicles awarded under this solicitation is no longer available from the successful Bidder, or until such time as the vehicles purchased in conjunction with this Invitation to Bid are delivered and accepted by the County's authorized representative, whichever period is longer, and upon completion of the expressed and/or implied warranty periods.

**2.3 OPTION TO RENEW**

Intentionally Omitted

**2.4 METHOD OF AWARD: TO A SINGLE BIDDER BASED ON TOTAL PRACTICAL LIFE CYCLE COST**

Award of this contract will be made to the responsive and responsible Bidder whose offer represents the lowest Practical Life Cycle Cost (PLCC) to the County for the item listed in this solicitation (See 2.4.1) and who meets the criteria listed in 2.4.2 below. The PLCC price is for evaluation purposes only.

2.4.1 The PLCC will be determined by adding the unit price of the vehicle and the expected cost of fuel to operate the vehicle 100,000 miles. The expected cost of fuel will be computed, using the U.S. Environmental Protection Agency (EPA) City and EPA Highway miles per gallon (MPG) rating for the vehicle and an expected City use of 65% and Highway use of 35% over 100,000 miles at \$4.00 per gallon for fuel. See examples below:

<b>Bidder # 1</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Total Miles	\$ per Gal	EPA - MPG	Gallons used (A/C)	Fuel Cost (D x B)
City	65,000	\$4.00	40	1,625	\$6,500
Highway	35,000	\$4.00	50	700	\$2,800
<b>Est Cost of Fuel:</b>					<b>\$9,300</b>
<b>Unit Price as submitted by the bidder in Section 4:</b>					<b>\$25,000</b>
<b>Total PLCC:</b>					<b>\$34,300</b>

<b>Bidder # 2</b>					
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
	Total Miles	\$ per Gal	EPA - MPG	Gallons used (A/C)	Fuel Cost (D x B)
City	65,000	\$4.00	50	1,300	\$5,200
Highway	35,000	\$4.00	60	583	\$2,333
Est Cost of Fuel:					\$7,533
Unit Price as submitted by the bidder in Section 4:					\$26,000
<b>Total PLCC:</b>					<b>\$33,533</b>

Using the examples above, Bidder # 2 will be awarded as its PLCC is lower even though the unit price is higher than the other Bidder.

The County will use the EPA and U.S. Department of Energy (DOE) produced Fuel Economy Guide for the corresponding year of the vehicle as the official EPA MPG ratings for all vehicles. The Guide is published on the Web at [www.fueleconomy.gov](http://www.fueleconomy.gov).

2.4.2 Minimum Requirements

2.4.2.1 Source:

Bids will not be accepted from sources other than the vehicle's manufacturer or fabricator, or a licensed dealer thereof. The County may require the apparent low Bidder to furnish authenticating documentation of such status during evaluation. Failure to meet this requirement may result in that bid being deemed non-responsive.

2.4.2.2 Service Facility:

When the Bidder is the vehicle's manufacturer or fabricator, or an approved dealer thereof, their authorized service facility capable of performing warranty repairs and supplying needed parts must be located within three (3) hours or less of drive time from both locations listed below. These locations represent the northern and southern most points of MDT's current bus routes.

Northern most bus route: 200 Southwest 21st Terr., Fort Lauderdale, FL 33312

Southern most bus route: 5407 Overseas Hwy, Marathon, FL 33050

The drive time will be calculated by the County using Google Maps, Weekday – Noon driving times.

Bidders who currently do not have a facility meeting the criteria above shall provide a statement with the bid submittal affirming either a facility will be opened or a contract will be executed with such facility after the award recommendation is signed and before a purchase order is issued by the County. Should the recommended bidder fails to meet this criteria, the County may award this contract to the next lowest responsive and responsible bidder.

#### 2.4.2.3 Motor Vehicle Dealer License:

In accordance with Chapter 320 of the Florida Statutes, SS320.27, Bidders submitting a bid in conjunction with this solicitation must be licensed by the state of Florida as motor vehicle dealers. Bidders should furnish a copy of their license with their bid submittal. The Bidder may be given the opportunity to submit a copy of the license to the County during the bid evaluation period. Failure to meet this requirement may result in your bid not being considered for award.

#### 2.4.2.4 Buy America Domestic Content Calculation Documentation:

The apparent lowest responsive, responsible Bidder will be notified by the County to provide documentation from the manufacturer listing the vehicle content (US vs. Non-US) and the country where the final assembly takes place for the proposed vehicle. This information will be used to make an initial assessment that the proposed vehicle meets the 60% domestic content and final assembly in United States of America requirements as specified in the Code of Federal Regulations (CFR) 661.

The Bidder shall provide this documentation within five (5) working days after being notified by the County. Failure to provide said documentation within the time period specified above, or providing documentation that does not clearly show that the Buy America requirements are being met may render the Bidder's offer ineligible for award. The County may then request the documentation from the next apparent lowest responsive, responsible Bidder, and so on, or may reject all bids at the discretion of the County.

To the extent a Bidder wishes to maintain the confidentiality of any documentation provided to the County pursuant to paragraph 2.4.2.4 the bidder must, at a minimum, identify on the pages provided, that the information contained on that page is of a confidential and/or proprietary nature.

## **2.5 PRICES**

If the Bidder is awarded a contract as a result of this solicitation, the prices proposed by the Bidder shall remain fixed and firm during the term of contract. Prices offered shall include all equipment as specified in Section 3, and freight, manuals, warranty, and all other special conditions required in this Section.

## **2.6 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT**

2.6.1 Product Information: Bidders must submit with its bid the manufacturer's standard information sheets, catalogues, brochures and all supporting documentation to show the product meets or exceeds the required specifications. Standard product literature submitted which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationery, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications. The County may request additional information when evaluating bids.

Note: Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

2.6.2 Product Demonstration: After the Bid Submittals have been evaluated by the County, the Bidder offering the lowest PLCC, as stipulated in Paragraph 2.4 of this solicitation may be required to demonstrate the vehicles offered for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the vehicles in an operating environment and verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the solicitation. If a demonstration is required, the County will notify the Bidder in writing and will specify the date, time, and location of the demonstration. If the Bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the Bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the vehicles in conformance with its Specifications and its decision shall be final.

2.6.3 Demonstration Vehicles: The vehicles used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's offer. Accordingly, the vehicles used in the demonstration shall create an expressed warranty that the actual vehicles provided by the Bidder during the contract period shall be similar to the vehicle used in the demonstration. Should that vehicle be new, not previously demonstrated and conforms to all bid specifications and requirements, the County reserves the right to purchase, as part of contract award quantity, that vehicle(s) upon successful completion of the demonstration.

2.6.4 Vehicle Standards: The vehicles furnished by the awarded Bidder during the term of the contract shall be new. Demonstrator models previously demonstrated are not acceptable. Automobiles that are equipped with the original equipment manufacturer's (OEM) standard accessories shall have less than fifty (50) miles recorded on the odometer at the time of delivery. Automobiles that are equipped with accessories, which are not the OEM's standard order accessories, must have less than 100 miles recorded on the odometer at the time of delivery. Vehicles delivered with mileage exceeding this mileage requirement will not be accepted. Odometers must not show any signs of tampering or disconnect/reconnect. Any equipment required in the Section 3, Technical Specifications which are optional equipment of the manufacture shall be considered standard equipment of the vehicle for the purposes of this solicitation. Any optional equipment that are recommended by the vehicle manufacturer to use the vehicle as intended by the County must be included and will be considered standard equipment of vehicle for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations, as well as the recommendations of all associated equipment manufacturers. Omission of any essential detail from these specifications in order to use the vehicle as intended by the County does not relieve the vendor from furnishing a complete and ready to work unit. The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal, and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance, consistent with or exceeding the industry standards.

- 2.6.5 Vehicle Changes: The County may make changes to the required vehicle(s) or equipment supplied during the contract term, before or after delivery and acceptance of the vehicle(s) ordered, provided; 1) that the net amount of any such changes is no more than five percent of the per unit contract price, and 2) such changes and net amount are mutually agreed between the Bidder and the County.
- 2.6.6 Warranty Term: The awarded Bidder shall supply, subsequent to award, and be responsible for, the vehicle's warranty. Vehicles shall have a warranty free of deductibles with no less than the following industry defined coverage:
- A. Thirty-six months (36) or 36,000 miles full vehicle bumper to bumper.
  - B. Sixty months (60) or 60,000 miles on the power train.
  - C. Hybrid unique components ninety-six months (96) or 100,000 miles.

When vehicle or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. When vehicle or component manufacturers provide a warranty with less coverage than that stipulated herein, the successful Bidder shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein. The warranty terms per vehicle shall commence when the vehicle is put into service.

- 2.6.7 Warranty Repairs: The Bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, within five (5) calendar days after the County has notified the Bidder of such deficiency in writing, or within the time period otherwise stipulated in the notice. If the Bidder fails to honor the warranty and/or fails to correct the deficiency within the period specified, the County may, at its discretion, (a) allow the awarded Bidder additional time to correct the deficiency or (b) procure the products or services from another Bidder and charge the awarded Bidder for any costs incurred by the County, either through a credit memorandum or through invoicing. The opportunity to cure any deficiencies does not waive the County's right to find the awarded Bidder in default of the contract in accordance with the contract terms and conditions.
- 2.6.8 Shipping Terms: All prices shall include delivery terms for F.O.B. destination point. Deliveries are authorized at the County's New Car Get Ready Facility, located at 6100 SW 87th Avenue, Miami, Florida 33173, between the hours of 8:00 A.M. and 2:00 P.M. weekdays, or at another location or at times that may be so designated on the purchase order. Contact the Facility Supervisor at (305) 273-4127, forty-eight (48) hours prior to delivery.
- 2.6.9 Delivery Requirements: Delivery of all vehicles is required no later than March 31, 2015. Failure to deliver all vehicles by this date shall be cause for termination of contract for default, and the awarded Bidder shall bare all its costs arising from said termination. All deliveries are to be made in accordance with good commercial practice. All vehicles shall be delivered in full compliance with the bid specifications and requirements and must be in ready to work condition. Upon verification of compliance with these requirements, the County will accept the vehicles.

- 2.6.10 Delivery Deficiencies: The awarded Bidder shall be responsible for promptly correcting any deficiency or damage to the vehicle upon delivery, at no cost to the County, within two (2) calendar days after the County notifies the Bidder of such deficiency, or otherwise as stipulated in the notice. If the awarded Bidder fails to correct the deficiency within the time period specified, the County may (a) procure the products or services from another Bidder and charge the Bidder either through a credit memorandum or through invoicing for any costs incurred by the County or (b) allow the Bidder additional time. The opportunity to cure any deficiencies does not waive the County's right to find the Bidder in default of the contract in accordance with the contract terms and conditions.
- 2.6.11 Method of Payment - Periodic Invoices for Units Delivered: 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. The County shall issue payment after completion of items (A) and (B) below, and as per the payment provisions established in Section 1, Paragraph 1.2, (H) (1):
- A. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).
- B. All documentation described in the Purchase Order and listed below has been received as stipulated herein and made out in the name of:
- Miami-Dade County, Florida  
2225 N.W. 72nd Avenue  
Miami, Florida 33122
- C. Documents List:
- Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy C. These documents must be dated to coincide with the delivery of the vehicle and sent to:
- Internal Service Department  
Materials Management Division - Capital Inventory Section  
2225 N.W. 72nd Avenue  
Miami, Florida 33122
- D. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-overs on any documents. Non-compliance will result in payment delays.

- E. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order. The vehicle key numbers are to be noted on the invoice.
- F. All invoices shall contain the following basic information:
- I. Vendor Information:
    - The name of the business organization as specified on the contract between Miami-Dade County and vendor.
    - Date of invoice.
    - Invoice number.
    - Vendor's Federal Identification Number on file with Miami-Dade County.
  - II. County Information:
    - Miami-Dade County Release Purchase Order or Small Purchase Order Number
  - III. Pricing Information:
    - Unit price of the goods, services or property provided
    - Extended total price of the goods, services or property
    - Applicable discounts
  - IV. Goods or Services Provided per Contract:
    - Description
    - Quantity
  - V. Delivery Information:
    - Delivery terms set forth within the Miami-Dade County Release Purchase Order
    - Location and date of delivery of goods, services or property
  - VI. Failure to Comply:

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

2.6.12 Manuals: The awarded Bidder shall supply the County with a minimum of one (1) comprehensive owner's manual which describes the appropriate use of the vehicle purchased, and, three (3) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. These manuals may be provided by book, CD, or via online access to the appropriate complying information.

2.6.13 Alternate bids as noted in Section 1, Paragraph 1.3 (E) are not permitted as part of this solicitation.

## 2.7 CONTACT PERSONS

2.7.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Jesus Lee, at (305) 375-4264; or via email at – [fjl@miamidade.gov](mailto:fjl@miamidade.gov).

2.7.2 To allow enough time for the County to respond to requests for clarification and additional information, the final date the County will accept inquiries is five (5) working days before the bid opening.

## 2.8 BUY AMERICA REQUIREMENTS

See Section 1, Paragraph 1.XX. **Pending Phillip's completion of the Boilerplate**

The certificate titled "Buy America Certification" must be completed and returned with your bid submittal. This certificate is provided in Appendix B.

**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

Furnish and deliver in ready to use condition Gasoline/Electric Hybrid vehicles used by MDT for Transit operations in the geographical area of Miami-Dade County, Florida.

**3.2 GOODS / SERVICES TO BE PROVIDED**

New Model Year 2015 or newer Ford C-MAX, Four (4) Door Hatchback, Hybrid Gasoline/Electric Powertrain, with automatic transmission or equal. The vehicle proposed shall meet the Federal Transit Administration (FTA) Buy America provisions.

**3.3 SALIENT CHARACTERISTICS**

If a Bidder wishes to bid an equal vehicle, the unit must meet the following salient characteristics:

1. gasoline/electric hybrid powertrain with automatic transmission
2. four (4) door sedan or four door (4) hatchback
3. minimum seating capacity of five (5)

**3.4 MANUFACTURER'S STANDARD EQUIPMENT**

1. air-conditioning
2. all wheel Anti-lock Braking System (ABS)
3. factory tinted glass on all windows and windshields
4. AM/FM radio
5. power steering
6. maximum capacity cooling system
7. left and right side outside rear view mirrors
8. color keyed floor mats (front and rear as applicable) on all units with carpet flooring
9. delivered with at least 1/2 tank of fuel
10. two (2) complete sets of keys

**3.5** All of the manufacturer's standard equipment for retail sales shall be included and the vehicle must include the following:

- A. EXTERIOR: Exterior paint color shall be manufacturer's standard white.
- B. INTERIOR: Standard dark cloth or combined cloth/vinyl upholstery for both front and rear seating.

Note: If the standard seat upholstery for the proposed vehicle is leather, it will be accepted if cloth and/or vinyl increase price of vehicles. Exact colors will be selected from the manufacturer's list of standard colors at the time of order.

# Appendix A

MIAMI-DADE COUNTY

HYBRID VEHICLES

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

& EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

FOR PURCHASES OVER \$2,500 AND SERVICES OTHER THAN PROFESSIONAL

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#### I. GENERAL PROVISIONS

All vendors are required to register and use the Miami-Dade County Disadvantaged Business Enterprise (DBE) Tracking Software. In order to register, please go to: <http://www.miamidade.gov/transit/disadvantaged-business-enterprise.asp> and click on the DBE Tracking Software button in the center of the page to access the software LOGIN page. Click the "Register" link and complete the required information. During the registration process, a login/password will be created which will then be used as the vendor's login when using the system. The HELP menu option provides access to a user manual that instructs the vendor on the system's use.

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 DBE goal is 18%. **A separate contract goal has NOT been established for this project.**

#### II. DEFINITIONS

All definitions in 49 CFR § 26 apply to these provisions. The following additional definitions are provided:

- a. Affirmative Action - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
- b. Contracting Officer - The Director of the Miami-Dade Transit or his/her designee.
- c. Disadvantaged Business Enterprise or DBE - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.

- d. Goal – A percentage of the total contract price that is to be expended with certified DBE.
- e. Proposer- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.
- f. Race-neutral- A measure used to assist all small businesses, including female owned.
- g. Successful proposer - the proposer to which the Contract is awarded.

### III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant 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 the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 526.13(b)).

#### Disability Nondiscrimination.

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].)

"In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to

employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section # 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue."

#### IV. REPORTS AND FORMS

- a. All proposers, as a condition of bidding on this project, must submit with its bid or proposal a completed Primes and Subconsultants Information Form, for itself and for each of its subconsultants. Failure to submit such completed Primes and Subconsultants Information Form may deem the proposer's proposal non-responsive. If such proposer is found non-responsive, such proposer shall be disqualified from participating in this project.
- b. Although no race-conscious measure applies to this procurement, should the successful proposer retain the services of DBE firms on this project through race-neutral means, the selected proposer shall submit monthly the Subcontractor Monthly Report and weekly Certified Payrolls, reflecting such participation. The Proposer shall not terminate for convenience, and the Proposer shall obtain written authorization from the County prior to terminating a DBE.
  1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act, the

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- a. The contractor shall submit weekly copies of its complete and accurate payrolls, which must be in accordance with 29 C.F.R. 5.5 (a) (3) (i) and similarly those of its subcontractors. Such payrolls may be submitted on form WH-348 or on any identical form with identical wording, which can be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office; Washington, D.C. 20402.
  - b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    1. That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. 5.5 (a)(3)(i) and that such information is correct and complete;
    2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;
    3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-348 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).
  - d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
2. The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make

them available, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

- c. The consultant must promptly notify the County, whenever a DBE subconsultant performing work on this project is terminated or fails to complete its work. The consultant then shall be required to make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without first obtaining prior written consent from the Contracting Officer.

#### V. COLLUSION AND FALSE STATEMENTS PROHIBITED

Any agreements between a proposer and a DBE, in which the DBE Contractor promises not to provide subcontracting quotations to other proposers, are prohibited. Any uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or other circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of the DBE program, may be subject to debarment proceedings under 49 CFR part 29; Program Fraud and Civil Remedies under 49 CFR part 31; and prosecution under 18 U.S.C. 1001, by the Department of Justice.

#### VI. COMPETITION REQUIRED

Where there are subcontracting opportunities, the Proposer shall afford DBE firms the maximum practicable opportunity to participate on the project. The Proposer shall select DBE subcontractors, including DBE suppliers, on a competitive basis to the maximum practical extent, consistent with the objectives and requirements of the contract and 49 CFR part 26. The Proposer is prohibited from requiring unnecessary experience; excessive bonding and qualification.

#### VII. PROMPT PAYMENTS AND RETAINAGE

Pursuant to 49 CFR part 26.29 and 26.37, prime consultants shall pay subconsultants, including DBE'S, for satisfactory performance of their contracts no later than 30 calendar days after the date on which the payment request or a proper invoice is stamped received. Further, the prime consultant will return retainage payments to the subconsultant, including DBE firms, within 30 days of the subconsultant's satisfactory completion of work.

(1) The following correct information constitutes a proper invoice and is required as payment documentation:

- a. Name of Subconsultant;
- b. Invoice date;
- c. Invoicing period;
- d. MDT Contract number;
- e. Subconsultant's invoice number; account number; and/or any other identifying number agreed by contract;
- f. Description and nature of work completed;
- g. Taxpayer Identification Number (TIN);
- h. Bank Information; and/or EFT and Financial EDI Statements
- i. Contact person's name, title and Telephone Number.
- j. Other substantiating documentation, information required by contract.

(2) An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.

(3) The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime consultant.

(4) The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.

(5) In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.

- (6) The Prime and subconsultants will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.
- (7) In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding de novo any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.
- (8) The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- (9) If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.
- (10) All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.
- (11) Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of days late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.
- (12) The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.
- (13) A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

**The Consultant may NOT hold retainage from its subconsultants and is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the**

subconsultant's work by the County and consultant's receipt of the partial retainage payment related to the subconsultant's work, whichever comes first.

#### VIII. DEPARTMENT OF LABOR PROVISIONS

1. Overtime requirements - No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

#### 4. Non-Construction Contracts

The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The consultant or subconsultant shall

maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the consultant or subconsultant for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the consultant or subconsultant will permit such representatives to interview employees during working hours on the job.

#### 5. Subcontracts

The consultant or subconsultant shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (12) of this paragraph and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth on subparagraphs (1) through (12) of this paragraph.

#### IX. TITLE VI COMPLIANCE (CIVIL RIGHTS ACT OF 1964)

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

- a. **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.
- b. **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.
- c. **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.

- d. 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.
- e. 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:
- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of paragraph III.B.4.a. through III.B.4.f 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.

## X. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

### A. Equal Employment Opportunity

In connection with the execution of this contract, the consultant 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 consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, 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. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The County setting forth the provisions of this Equal Opportunity clause.

#### B. Discrimination Prohibited

The Consultant, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the consultant 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 The County deems appropriate. (49 CFR Part 26.13(b))

#### C. Nondiscrimination (General)

The proposer 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 Miami-Dade County which prohibit discrimination because of race, color, religion, ancestry, sex, pregnancy, national origin, age, handicap, marital status or familial status of any individual.

Note: FTA directs the County, and the County requires each consultant or subconsultant to include the above paragraphs, A through C in each of its contracts.

## XI. CONTINUED COMPLIANCE

MDC shall monitor the compliance of the contractor with the requirements of this Provision during the course of the work to be performed under the Contract. The Compliance Monitor may require the proposer to produce such additional information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever other sources he deems appropriate to ensure such compliance. Therefore, the contractor shall permit MDC and DOT to have access to the job site and to necessary records, and to examine such information as appropriate for the purpose of investigating and determining compliance with this Provision, including, but not limited to, manning tables, records of expenditures, change orders, observations at the job site, and contracts between the contractor and other parties entered into during the life of the Contract.

## XII. SANCTIONS FOR VIOLATIONS

If at any time MDC has reason to believe that the contractor is in violation of its obligations under this Provision, or has otherwise failed to comply with this Provision, MDC may, in addition to pursuing any other available legal remedy, commence proceedings to impose sanctions on the contractor. Such sanctions may include, but are not limited to, one or more of the following:

- a. The suspension of any payment or part thereof due the contractor until such time as the issues concerning the contractor's compliance are resolved;
- b. The termination or cancellation of the Contract in whole or in part unless the contractor is able to demonstrate within a reasonable time its compliance with the terms of this Provision; and
- c. The denial to the contractor of the right to participate in any further contracts awarded by MDC for a period of not longer than three (3) years. No such sanction shall be imposed by MDC upon the contractor except pursuant to a hearing conducted by the Contracting Officer.

--END--

## APPENDIX OF FORMS

PRIMES AND SUBCONSULTANTS INFORMATION FORM

SUBCONSULTANTS MONTHLY PROGRESS REPORT (If applicable)

# Appendix B

## 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.

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

**For MDT use only:** Was the subject bid awarded to this prime? Yes \_\_\_ No \_\_\_  
DBE Goal? Yes \_\_\_ No \_\_\_ DBE Goal Percent \_\_\_ %