DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New  ☐ OTR  ☐ Sole Source  ☐ Bid Waiver  ☐ Emergency  Previous Contract/Project No.
☐ Re-Bid  ☐ Other

PREVIOUS CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New  ☐ OTR  ☐ Sole Source  ☐ Bid Waiver  ☐ Emergency  Previous Contract/Project No.
☐ Re-Bid  ☐ Other

Requisition No./Project No.: RQID2000121/FB-01687

TERM OF CONTRACT

One Time Purchase

Requisition /Project Title: Various Vehicle Purchases For PHCD FY19-20

Description: The purpose of this solicitation is to establish a contract to purchase various 2020 model year (or newer) vehicles for Miami-Dade County (County) on behalf of the Public Housing and Community Development Department (PHCD) using federal funding. The vehicles will be used to complete a variety of tasks, such as, transporting employees, passengers, materials, appliances, and supplies.

Issuing Department: Internal Services Department
Contact Person: Robert Mendoza
Phone: 305-375-3704

Estimate Cost: $205,654.00

Funding Source: Proprietary Funds

ANALYSIS

Commodity Codes: 070

Contract/Project History of previous purchases three (3) years
Check here ☐ if this is a new contract/purchase with no previous history.

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Continued on another page (s): ☐ Yes  ☒ No

RECOMMENDATIONS

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Basis of recommendation: This purchase is being done strictly with federal funds. As such there should be no measures placed on this solicitation.

Signed: Robert Mendoza
Date Sent To SBD: 8/10/2020
Date Returned To SPD:
SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract to purchase various 2020 model year (or newer) vehicles for Miami-Dade County (County) on behalf of the Public Housing and Community Development Department (PHCD) using federal funding. The vehicles will be used to complete a variety of tasks, such as, transporting employees, passengers, materials, appliances, and supplies. Once procured, the units described in Section 3, Technical Specifications, will become part of the Miami-Dade County existing fleet inventory.

2.2 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as the unit is acquired, has been accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.3 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible awarded Bidder(s) whose offer represents the lowest price per line item. To be considered for award, the awarded Bidder(s) shall provide the Model Year, Make and Model of the vehicle, and pricing for all items they would like to bid for. Failure to provide the requested information may deem your bid non-responsive.

If no bid is being submitted for a line item, Bidder(s) shall state "No Bid". An offer of “0” shall be construed as the Bidder(s) offering the item at no cost.

2.4 BIDDER REQUIREMENTS

A. The Bidder or Bidder’s supplier and/or subcontractor must be licensed by the State of Florida as a motor vehicle dealer as per chapter 320 of the Florida Statutes, § 320.27. The Bidder shall upload to Bidsync a copy of their valid dealer license with their bid submittal. Registration of the vehicle must be completed by the entity registered with the State of Florida as an authorized dealer.

B. The Bidder shall be regularly engaged in the business of providing vehicles and related equipment. The bidder shall provide three (3) signed professional reference letters on the referenced company’s letterhead, or provide contact information for three (3) different Commercial Business and/or Governmental Agency references to demonstrate the Bidder has provided “Like” vehicles within the past three (3) years. The letter or contact information shall include at a minimum, the company name, contact name, title, e-mail address, telephone number of the contact person who can verify that the Bidder has successfully provided the services described herein. The County, at its sole discretion may request additional information in order to assess the Bidder's responsibility.

C. The Bidder(s) shall either have a service facility located in Miami-Dade or Broward County, or provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County. The service facility must be capable of delivering and supporting the proposed sale in the manner described in subsequent paragraphs of this solicitation. The facility must be capable of performing warranty repairs and supplying needed parts, subject to the approval of the County. Bidder(s) must provide documentation demonstrating compliance with this requirement.
D. The Bidder(s) shall complete the Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, and the Lobbying Certification included in attachment A of the solicitation.

The County reserves the right to inspect any service facility for compliance with parts supply and service requirements at any time during the life of this contract. Failure to comply at any inspection point will result in the disqualification of the bidder.

Bidder(s) shall provide all of the specified information, document and attachments listed above with their Submittal as proof of compliance with the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Vendors to complete, supplement or supply the required documents during bid evaluation.

2.5 RELATED EXPENSES/TRAVEL EXPENSES

The Bidder’s firm fixed costs requested in this solicitation and submitted by a Bidder(s), must include any costs for travel and miscellaneous expenses. No additional costs will be accepted by the County.

2.6 SPECIAL CONDITIONS

2.6.1. Manufacturer’s standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the Bidder’s company letterhead 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 Bidder’s offer for failure to meet the required specifications.

2.6.2. The Bidder(s) may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to the County. Should the equipment bid be a custom fabrication or one time build item, the County, at its discretion, may accept a demonstration of similar equipment manufactured by the Bidder(s). The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the Bidder(s) of such in writing and will specify the date, time and location of the demonstration. If the Bidder(s) fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the offer or re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated, the final delivered product must fully conform to all solicitation requirements.

2.6.3. The equipment furnished by the Bidder(s) shall be new and the most recent model available. Demonstration units are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicles' manufacturer for the application intended must be included and will be considered standard equipment 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 component manufacturers. Omission of any essential detail from these specifications does not relieve the Bidder(s) from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed.
2.6.4. The unit shall conform to all applicable OSHA, State, Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding best industry standards.

2.6.5. The initial equipment and features required are listed in this solicitation. During the full term of the contract, the County may (before or after delivery and acceptance of the initial equipment ordered) make additional changes to the required equipment or equipment options included in the delivered vehicle. The County may set aside a contingent amount (up to seven percent of the awarded contract value) to allow additional changes, provided such changes are mutually agreed to between the awarded bidder and the County. Solicitations requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

2.6.6. For Specialty or custom built Vans, the awarded bidder may be required to conduct a Pre-Construction Conference with up to five County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this solicitation. The awarded bidder may select the location of this Pre-Construction conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference will be borne by the County.

2.7 INSURANCE

Insurance requirements, pursuant to Section 1, Paragraph 1.22, is not required for delivery of vehicles.

2.8 EXEMPTION FROM CERTAIN CLAUSES

Due to the funding source, the following clauses within Section 1.0 DO NOT apply to this solicitation.

a) Prompt Payment Terms
b) Local Preference
c) County User Access Program
d) Small Business Enterprises (SBE) Measures
e) Local Certified Veteran’s Business Enterprise Preference
f) First Source Hiring Referral Program (FSHRP)
g) Office of the Inspector General (IG) Contract Fee
h) Application of Preferences

2.9 MIAMI-DADE COUNTY LIVING WAGE ORDINANCE

The Living Wage Ordinance, Section 2-8.9 of the Code of Miami-Dade County, does not apply to purchases that are entirely Federally Funded.
SECTION 3
SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Awarded Bidder(s) shall provide to the Miami-Dade County Public Housing and Community Development Department 2020 model year (or newer) vehicles that will become a part of their existing fleet. The vehicles will be used to complete a variety of tasks, such as, transporting employees, passengers, materials, appliances, and supplies.

The specifications provided for each vehicle shall be the minimum requirements to be supplied. The vehicles are to be equipped with all of the manufacturer’s standard equipment for retail sales, and shall meet all of the minimum supplemental requirements listed below. All vehicles must be delivered complete and in “ready-to-work” condition.

3.2 VEHICLE SPECIFICATIONS

3.2.1 3/4 TON 4X2 FLATBED TRUCK (FOLDER NUMBER: PHCD 1 19/20)

I. BODY

A. Factory installed HVAC system
B. Interior: Dark color vinyl with rubber flooring.
C. Manufacturer’s tinted glass on all windows and windshield.

   a. Original Equipment Manufacturer (OEM) satellite radio, navigation systems, cellular communication systems (such as Onstar) shall be deleted if possible if furnished as standard equipment for retail sales.
   b. OEM rear-view camera is to be relocated to appropriate location for full rearward visibility without it being in harm’s way.

E. Standard side view mirrors.
F. The vehicles shall have two complete sets of keys upon delivery.
G. Back Up Alarm
H. Eight foot flatbed with a full width and 40 inch high fixed welded bulkhead with mesh rear window cutout, smooth plate floor, 24-inch solid removable sides with spring loaded latches and ICC bumper.

II. ENGINE

Manufacturer’s standard gasoline engine.

III. CHASSIS, FRAME, SUSPENSION AND STEERING

Wheelbase shall be as recommended by the OEM for an eight foot flatbed with conventional lift gate.
IV. **DRIVE SYSTEM**
Manufacturer’s standard automatic transmission with transmission oil cooler.

V. **FUEL**
Manufacturer’s standard fuel tank delivered with no less than 1/2 tank of fuel.

VI. **EXHAUST**
Manufacturer’s standard system.

VII. **BRAKES**
All wheel Anti-Lock Braking System (ABS) brakes.

VIII. **WHEELS AND TIRES**
Alloy wheels may be deleted for steel wheels if they are standard for retail sales, no other deletes are permitted.

The vehicle shall be delivered with a full size spare tire if available. Vehicles which carry the manufacturer’s spare tire in an exterior location shall be furnished with a coated cable and keyed lock to secure the spare.

IX. **ELECTRICAL**
Upgrade gasoline engine alternator and battery CCA to highest available from vehicle’s manufacturer (if available).

X. **LIGHTS AND REFLECTORS**
Lights and reflectors shall meet Federal Motor Vehicle Safety Standards and Florida Department of Transportation regulations.

XI. **PAINT AND COATINGS**
A. Vehicle Exterior: The complete exterior of the vehicle, with the exception of trim and accessories, is to be painted the OEM standard white.

B. Spray on Bed Liner: The complete floor of the flatbed, the full bulk head towards the cargo side of the bed, the interior and top portion of the solid sides, and top and bottom platform of the lift gate are to be sprayed with either Line X, Rhino Lining or equal spray on bed liner in a black color. All areas containing warning and/or operating decals are to be protected from over spray or from being covered by the bed liner material.

XII. **ADDITIONAL ITEMS**
The awarded bidder is to provide and install a conventional lift gate with a minimum lift capacity of 1,300 pounds, with a one piece 35 inch loading depth platform, plus a 6 inch taper of the largest recommended width allowed by the flatbed body configuration.

3.2.2 **1/2 TON CARGO VAN (FOLDER NUMBER: PHCD 2 19/20)**

I. **BODY**
A. Factory installed HVAC system

B. Interior: Dark color vinyl with rubber flooring.

C. Sliding side door and rear barn doors with windows on all doors.

D. Manufacturer’s tinted glass on all windows and windshield.
   a. OEM satellite radio, navigation systems, cellular communication systems (such as Onstar) shall be deleted if possible if furnished as standard equipment for retail sales.

F. Standard side view mirrors.

G. The vehicles shall have two complete sets of keys upon delivery.

H. Back Up Alarm

II. ENGINE
   Manufacturer’s standard gasoline engine.

III. CHASSIS, FRAME, SUSPENSION AND STEERING
   A. Gross Vehicle Weight Rating: Minimum 8,550 lbs.
   B. Wheel Base: No less than 129 inches.

IV. DRIVE SYSTEM
   Manufacturer’s standard automatic transmission with transmission oil cooler.

V. FUEL
   Manufacturer’s standard fuel tank delivered with no less than 1/2 tank of fuel.

VI. EXHAUST
   Manufacturer’s standard system.

VII. BRAKES
   All wheel Anti-Lock Braking System (ABS) brakes.

VIII. WHEELS AND TIRES
   Alloy wheels may be deleted for steel wheels if they are standard for retail sales, no other deletes are permitted.
   The vehicle shall be delivered with a full size spare tire if available. Vehicles which carry the manufacturer’s spare tire in an exterior location shall be furnished with a coated cable and keyed lock to secure the spare.

IX. ELECTRICAL
   Upgrade gasoline engine alternator and battery CCA to highest available from vehicle’s manufacturer (if available).

X. LIGHTS AND REFLECTORS
   Lights and reflectors shall meet Federal Motor Vehicle Safety Standards and Florida Department of Transportation regulations.

XI. PAINT AND COATINGS
   Vehicle Exterior: The complete exterior of the vehicle, with the exception of trim and accessories, is to be painted the OEM standard white.
XII. **ADDITIONAL ITEMS**
A. General Service shelving package.
B. Full size perforated steel partition with door.
C. HDPE or approved equal interior cargo protection liner/panels for interior of cargo area to include doors.
D. Single drop down ladder rack mounted on curb side.
E. Full length heavy duty rubber flooring covering the entire cargo area.

3.2.3 **HYBDRID MID-SIZE SEDAN (FOLDER NUMBER: PHCD 3 19/20)**

I. **BODY**
A. Four door, five passenger sedan.
B. Factory installed HVAC system
C. Interior: Dark color cloth or combined cloth/vinyl upholstery for both front and rear seating. Minimum of five passengers seating capacity is required.
D. Manufacturer’s standard color keyed floor mats (front and rear as applicable) on all units with carpet flooring.
E. Manufacturer’s tinted glass on all windows and windshield.
   a. OEM satellite radio, navigation systems, cellular communication systems (such as Onstar) shall be deleted if possible if furnished as standard equipment for retail sales.
G. The vehicles shall have two complete sets of keys upon delivery.

II. **ENGINE AND DRIVE SYSTEM**
Manufacturer’s standard gasoline electric hybrid propulsion system.

III. **CHASSIS, FRAME, SUSPENSION AND STEERING**
Wheel Base: As recommended by the OEM but no less than 109 inches.

IV. **FUEL**
Manufacturer’s standard fuel tank delivered with no less than 1/2 tank of fuel.

V. **EXHAUST**
Manufacturer’s standard system.

VI. **BRAKES**
All wheel Anti-Lock Braking System (ABS) brakes.

VII. **WHEELS AND TIRES**
Alloy wheels may be deleted for steel wheels if they are standard for retail sales, no other deletes are permitted.
VIII. **ELECTRICAL**
Upgrade gasoline engine alternator and battery CCA to highest available from vehicle’s manufacturer (if available).

IX. **LIGHTS AND REFLECTORS**
Lights and reflectors shall meet Federal Motor Vehicle Safety Standards and Florida Department of Transportation regulations.

X. **PAINT AND COATINGS**
Vehicle Exterior: The complete exterior of the vehicle, with the exception of trim and accessories, is to be painted the OEM standard white.

### 3.2.4 12 PASSENGER VAN (FOLDER NUMBER: PHCD 4 19/20)

I. **BODY**
   A. Factory installed front and rear passenger HVAC system
   B. Interior: Dark color vinyl with rubber or vinyl flooring.
   C. Sliding side door on curbside.
   D. Manufacturer’s tinted glass on all windows and windshield.
      a. OEM satellite radio, navigation systems, cellular communication systems (such as Onstar) shall be deleted if possible if furnished as standard equipment for retail sales.
   F. Standard side view mirrors.
   G. The vehicles shall have two complete sets of keys upon delivery.

II. **ENGINE**
Manufacturer’s standard gasoline engine.

III. **CHASSIS, FRAME, SUSPENSION AND STEERING**
   A. Gross Vehicle Weight Rating: Minimum 8,550 lbs.
   B. Wheel Base: No less than 129 inches.

IV. **DRIVE SYSTEM**
Manufacturer’s standard automatic transmission.

V. **FUEL**
Manufacturer’s standard fuel tank delivered with no less than 1/2 tank of fuel.

VI. **EXHAUST**
Manufacturer’s standard system.

VII. **BRAKES**
All wheel Anti-Lock Braking System (ABS) brakes.
VIII. WHEELS AND TIRES
Alloy wheels may be deleted for steel wheels if they are standard for retail sales, no other deletes are permitted.

The vehicle shall be delivered with a full size spare tire if available. Vehicles which carry the manufacturer’s spare tire in an exterior location shall be furnished with a coated cable and keyed lock to secure the spare.

IX. ELECTRICAL
Upgrade gasoline engine alternator and battery CCA to highest available from vehicle’s manufacturer (if available).

X. LIGHTS AND REFLECTORS
Lights and reflectors shall meet Federal Motor Vehicle Safety Standards and Florida Department of Transportation regulations.

XI. PAINT AND COATINGS
Vehicle Exterior: The complete exterior of the vehicle, with the exception of trim and accessories, is to be painted the OEM standard white.

3.2.5 MID-SIZE 7 PASSENGER SUV (FOLDER NUMBER: PHCD 5 19/20)

I. BODY
A. Four door, seven passenger Mid-Size SUV
B. Factory installed HVAC system
C. Interior: Dark color cloth or combined cloth/vinyl upholstery for all seating positions with carpet flooring.
D. Manufacturer’s standard color keyed floor mat for all seating positions.
E. Manufacturer’s tinted glass on all windows and windshield.
   a. OEM satellite radio, navigation systems, cellular communication systems (such as Onstar) shall be deleted if possible if furnished as standard equipment for retail sales.
G. Standard side view mirrors.
H. The vehicles shall have two complete sets of keys upon delivery.

II. ENGINE
Manufacturer’s standard gasoline engine.

III. DRIVE SYSTEM
Manufacturer’s standard automatic transmission.

IV. FUEL
Manufacturer’s standard fuel tank delivered with no less than 1/2 tank of fuel.
V. **EXHAUST**
Manufacturer’s standard system.

VI. **BRAKES**
All wheel Anti-Lock Braking System (ABS) brakes.

VII. **WHEELS AND TIRES**
Alloy wheels may be deleted for steel wheels if they are standard for retail sales, no other deletes are permitted.

The vehicle shall be delivered with a full size spare tire if available. Vehicles which carry the manufacturer’s spare tire in an exterior location shall be furnished with a coated cable and keyed lock to secure the spare.

VIII. **ELECTRICAL**
Upgrade gasoline engine alternator and battery CCA to highest available from vehicle’s manufacturer (if available).

IX. **LIGHTS AND REFLECTORS**
Lights and reflectors shall meet Federal Motor Vehicle Safety Standards and Florida Department of Transportation regulations.

X. **PAINT AND COATINGS**
Vehicle Exterior: The complete exterior of the vehicle, with the exception of trim and accessories, is to be painted the OEM standard white.

3.3 **PRODUCTION/PROTOTYPE INSPECTION**
The awarded Bidder(s) shall be required to provide for an on-site production/prototype inspection of the unit manufactured at times which are mutually convenient to the awarded Bidder(s) and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes, and general construction techniques. The awarded Bidder(s) shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection. The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the awarded Bidder’s offer, or best commercial practices.

The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit. Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection will be borne by the County.

3.4 **DELIVERY**

3.4.1 **GENERAL**
Delivery is required within 120 days from the date that the County department orders the equipment by sending a printed Purchase Order to the awarded Bidder(s). Deliveries will be sent to the location identified on the purchase order. Deliveries will be accepted between the hours of 7:00 A.M. and 2:00 P.M., weekdays, unless otherwise stipulated on the purchase order. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements described on this solicitation and resultant contract, and must be in excellent, new condition. Upon verification of compliance with these requirements the County will accept the delivered equipment.
3.4.2. PERFORMANCE PENALTIES
Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated above, the awarded Bidder(s) may be subject to performance penalties in the amount of $100.00 for each and every calendar day that the Van is not delivered in acceptable condition. These penalties are in addition to other remedies and timetable requirements listed herein.

3.4.3. PAYMENT / VEHICLE REGISTRATION
Pursuant to the terms and conditions of the contract, all items delivered must include all manufacturer’s standard equipment and warranties.

The County will issue payment after completion of the items below by the awarded Bidder(s):

A. All delivered units are successfully inspected for compliance with all requirements and accepted (including delivery of the required manuals as specified below) by the County.

B. All documentation described in the Purchase Order and below has been received:
   1. Application for Certificate of Title and/or Vehicle Registration (HSMV-82040)
   2. Certification of Motor Vehicle Sales Tax Exemption (MVC Form DR-41A)
   3. Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994)
   4. Manufacturer’s Statement of Origin to a Motor Vehicle
   5. The service policy shall be made out in the name of: Miami-Dade County, Florida

C. These documents must be dated to coincide with the delivery of the equipment.

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.

Send all of the above documents to:

Miami-Dade County
Materials Management
2225 N.W. 72 Avenue
Miami, Florida 33122

The invoice is to be made out to the name of the department as indicated on the Purchase Order and mailed to the same address as shown on the Purchase Order.

3.5 WARRANTY

The awarded Bidder(s) shall provide at minimum the warranty terms as defined in this solicitation. The warranty offered shall be subject to a Delay in Start Warranty Program (warranty will commence when the vehicle is put into service) if available from the vehicle’s manufacturer. It is the sole responsibility of the awarded Bidder(s) to register all vehicles and component warranty with the perspective manufacturers when required. The awarded Bidder(s) shall provide full warranty on all equipment regardless of the manufacturer warranty for a minimum period of one (1) year after the vehicle has been accepted by the County.
3.5.1. **CORRECTING ANY EQUIPMENT DELIVERY DEFICIENCY**

The awarded Bidder shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within five (5) calendar days after the County notifies the awarded bidder of such deficiency in writing. If the awarded Bidder(s) fails to correct or replace the defect within the specified period, the County may, at its discretion, notify the awarded Bidder in writing that it may be found in violation of the Contract and be subject to contractual default, and/or debarment if the deficiencies are not corrected to the satisfaction of the County within the specified timeframe. If the awarded Bidder(s) fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (A) place the Bidder in default of its contract, and/or (B) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

3.5.2. **CORRECTING DEFECTS COVERED UNDER WARRANTY**

The awarded Bidder(s) shall promptly correct any deficiencies, at no cost to the County, within five (5) calendar days after the County notifies the awarded Bidder(s) of such deficiency either verbally or in writing. If the awarded Bidder(s) fails to correct the defective work or replace the damaged part within the period specified, the County may at its discretion, notify the awarded Bidder(s), for the second time in writing that the awarded Bidder(s) may be subject to contractual default which may lead to termination if the corrections or replacements are not completed to the satisfaction of the County within the time defined in the notice to cure. If the bidder fails to satisfactorily complete the corrections and/or replace the damaged part as detailed in the notice to cure, the County may procure the parts and/or services from another Bidder and charge the awarded Bidder(s) any additional costs that are incurred by the County for the work or items purchased; either through a credit memorandum or through invoicing.

3.5.3. **ACCEPTANCE OF PRODUCT BY THE COUNTY**

The product to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a part provided by the awarded Bidder(s) is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned to the awarded Bidder(s), at the awarded Bidder’s expense. At the County’s own option, the awarded Bidder(s) shall either provide a direct replacement for the part, or provide a full credit for the returned part. The awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

3.6 **OWNER’S MANUALS**

The awarded Bidder(s) shall supply the County with a minimum of one comprehensive operator/driver training manual per each vehicle which describes the appropriate use of the equipment purchased. The awarded bidder(s) shall also supply one comprehensive repairs and parts manuals (maximum of 12 copies per model year) which identify the component parts and which describe the appropriate process for repairing the equipment purchased. Manuals may be on CD, DVD, online or in hard copy form. CD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.
## SECTION 4

### BID SUBMITTAL FORM

Bidder Name: ___________________________  FEIN: ___________________________

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<td>3</td>
<td>PHCD 3 19/20</td>
<td>Hybrid Mid-Size Sedan (Section 3 Paragraph 3.2.3)</td>
<td>5</td>
<td>$</td>
<td>Model Year</td>
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<td>4</td>
<td>PHCD 4 19/20</td>
<td>12 Passenger Van (Section 3 Paragraph 3.2.4)</td>
<td>1</td>
<td>$</td>
<td>Model Year</td>
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## Bid Submittal Form (Continued)

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<tr>
<th>Item</th>
<th>Folder Number</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Vehicle Information</th>
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</thead>
</table>
| 5    | PHCD 5 19/20  | Mid-Size 7 Passenger SUV (Section 3 Paragraph 3.2.5) | 1 | $ | Model Year  
Make  
Model |
### Bidder Requirements Checklist (2.4)

Please identify in the space below that your firm has provided all required information. Failure to provide this information may result in the bidder being deemed non-responsive or non-responsible.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Initial If Submitted</th>
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</thead>
<tbody>
<tr>
<td>Be a licensed motor vehicle dealer in the State of Florida as per §320.27. The bidder shall upload a copy of their valid dealer license with their bid submittal. (Paragraph 2.4.A)</td>
<td></td>
</tr>
<tr>
<td>The bidder shall provide three (3) reference letters, or provide contact information for three (3) different Commercial Business and/or Governmental Agency references. (Paragraph 2.4.B)</td>
<td></td>
</tr>
<tr>
<td>The Bidder shall either have a service facility located in Miami-Dade or Broward County or provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County. The service facility must be capable of delivering and supporting the proposed sale in the manner described in subsequent paragraphs of this solicitation. The facility must be capable of performing warranty repairs and supplying needed parts, subject to the approval of the County. Bidders must provide documentation demonstrating compliance with this requirement. (Paragraph 2.4.C)</td>
<td></td>
</tr>
<tr>
<td>The Bidder(s) shall complete the Federal Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, and the Lobbying Certification included in attachment A of the solicitation. (Paragraph 2.4.D)</td>
<td></td>
</tr>
</tbody>
</table>