

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

X New Contract OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. N/A
 Re-Bid Other LIVING WAGE APPLIES: YES X NO
Requisition No./Project No.: RQMT1200010 TERM OF CONTRACT 1 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Hybrid SUV

Description: Hybrid SUVs for Transit bus operations division

Issuing Department: Transit Contact Person: Fred Shields Phone: 305-637-3741

Estimate Cost: 400,000

GENERAL

FEDERAL

OTHER

Funding Source: []

X

ANALYSIS

Commodity Codes: 070-06 065-69 [] [] []

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>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:	[]	[]	[]
Small Business Enterprise:	[]	[]	[]
Contract Value:	\$ []	\$ []	\$ []
Comments: No measures due to Funding source			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

RECOMMENDATIONS

	<u>Set-aside</u>	<u>Sub-contractor goal</u>	<u>Bid preference</u>	<u>Selection factor</u>
SBE	[]	[]	[]	[]
Basis of recommendation: []				
Signed: []			Date sent to SBD: 2/10/12	
			Date returned to DPM: []	

Revised April 2005

RECEIVED
DEPT. BUSINESS DEV.
2012 FEB 10 PM 4:20



BID NO.:

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

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

**TITLE:
Hybrid SUV**

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

- BID DEPOSIT AND PERFORMANCE BOND:..... N/A
- CATALOGUE AND LISTS: N/A
- CERTIFICATE OF COMPETENCY: N/A
- EQUIPMENT LIST:..... N/A
- EXPEDITED PURCHASING PROGRAM (EPP):..... N/A
- INDEMNIFICATION/INSURANCE: See Section 2, Paragraph 2.12
- LIVING WAGE: N/A
- PRE-BID CONFERENCE/WALK-THRU: N/A
- SAMPLES/INFORMATION SHEETS:..... See Section 2, Paragraph 2.9.1
- SITE VISIT/AFFIDAVIT: N/A
- WRITTEN WARRANTY:..... See Section 2, Paragraph 2.9.6

FOR INFORMATION CONTACT:

Jesus Lee at 305-375-4264 or at fjl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

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

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Title: Hybrid SUV

Procurement Contracting Officer: Jesus Lee, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2011

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

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

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

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.
- This solicitation requires compliance with Buy America provisions of the Federal Transit Act and 49 CFR Part 661.
- Please review maximum mileage allowed in Section 2, paragraph 2.9.4.

SECTION 1 GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

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

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM.

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

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

1. Miami-Dade County Ownership Disclosure Affidavit (Sec. 2-8.1 of the County Code)
2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code)
3. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)
4. Miami-Dade Disability and Nondiscrimination Affidavit (Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)
6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)
7. Miami-Dade County Code of Business Ethics Affidavit (Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)
9. Miami-Dade County Living Wage Affidavit (Section 2-8.9 of the County Code)

10. Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)
 11. Subcontracting Practices (Ordinance 97-35)
 12. Subcontractor /Supplier Listing (Ordinance 97-104)
 13. Environmentally Acceptable Packaging Resolution (R-738-92)
 14. W-9 and 8109 Forms. The vendor must furnish these forms as required by the Internal Revenue Service.
 15. Social Security Number. In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
 16. Office of the Inspector General (Pursuant to Section 2-1076 of the County Code).
 17. Small Business Enterprises. The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
 18. Antitrust Laws. By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. Public Entity Crimes**
- To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:
- Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. Request for Additional Information**
1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
 2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
 3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid

SECTION 1
GENERAL TERMS AND CONDITIONS

- opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A.** The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B.** The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C.** An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D.** The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E.** The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F.** When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A.** This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B.** When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C.** The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D.** The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E.** Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F.** Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G.** To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H.** The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I.** In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J.** Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- 1.6. CONTRACT EXTENSION**
- A.** The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B.** This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.
- 1.7. WARRANTY**
- All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.
- 1.8. ESTIMATED QUANTITIES**
- Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.
- 1.9. NON-EXCLUSIVITY**
- It is the intent of the County to enter into an agreement with the successful

SECTION 1
GENERAL TERMS AND CONDITIONS

Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE (NOT APPLICABLE)**1.11. CONTINUATION OF WORK**

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

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19 INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

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

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

A. The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

B. ACCESS TO THIRD PARTY CONTRACT RECORDS

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to

SECTION 1 GENERAL TERMS AND CONDITIONS

provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
4. FTA does not require the inclusion of these requirements in subcontracts.

1.26. OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code. **Federal Transit Administration Funds may be used by the County to pay for goods and/or services under this contract; hence this fee will not be deducted by the County. However, the County reserves the right to conduct reviews at any time.**

1.27. PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposers withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. COMPLIANCE WITH FEDERAL PROVISIONS

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

A. No Government Obligation to Third Parties

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

or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

B. Program Fraud and False or Fraudulent Statements and Related Acts

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

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

C. Federal Changes

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

D. Discrimination Prohibited

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

E. Nondiscrimination (General)

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

F. Equal Employment Opportunity

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

G. Disability Nondiscrimination

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

SECTION 1
GENERAL TERMS AND CONDITIONS

assistance in the field of mass transportation (including the programs under this chapter) should contain provisions implementing this policy. (49 U.S.C. Part 5301[d].) Further, each contractor agrees to insert a similar provision and requirement in each subcontract it awards in the conduct of this project or contract.

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

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

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

I. Small Business Concern

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

1.30 PROMPT PAYMENT

MDT will pay small businesses, including DBEs, and prime contractors will pay subcontractors, including DBES, for satisfactory performance of their contracts no later than 30 days after a proper invoice has been received. The prime contractor will return retainage payments to the subcontractor, including DBES, within 30 days of the subcontractor's satisfactory completion of work. The prompt payment ordinance and MDT contracting procedures provide for appropriate penalties for failure to comply with the terms and conditions of MDT contracts. Any delay or postponement of payment among or between the parties

may take place only for good cause and with MDT's prior written approval. (49 CFR 26; 13 CFR 121; Florida Law, Chapter 218, Part VII, Prompt Payment Act; Miami Dade County Prompt Payment Ordinance No. 94-40).

1.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

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

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

1.33. CONFLICT OF INTEREST

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

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

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

1.34. BUY AMERICA REQUIREMENTS

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

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

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

1.35. FLY AMERICA REQUIREMENTS

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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

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

INSTRUCTIONS FOR CERTIFICATION:

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

1.37. AUDIT AND INSPECTION OF RECORDS

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

1.38. LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS

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

1.39. CLEAN AIR

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

1.40. CLEAN WATER

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

1.41. RECYCLED PRODUCTS/RECOVERED MATERIALS

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

1.42. CARGO PREFERENCE

The Contractor agrees:

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

1.43. ENVIRONMENTAL PROTECTION

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

1.44. ENERGY CONSERVATION

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

1.45. BIDDERS LIST FORM

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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

1.46. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.47. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

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

1.48 LOBBYIST CONTINGENCY FEES

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.49 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

1.50 BREACHES AND DISPUTE RESOLUTION

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

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

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

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

1.51 SUSPENSION AND DEBARMENT

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

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

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

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

1.52 ACCESSIBILITY (ROLLING STOCK)

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

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Invitation To Bid is to purchase up to thirteen (13) Hybrid, Sport Utility Vehicles (SUV) through a single solicitation.

2.2 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) (Pending confirmation from MDT)

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

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

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

2.3 PRE-BID CONFERENCE

**SECTION 2
SPECIAL CONDITIONS**

Intentionally Omitted

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve (12) month of the contract term, or until such time as all items purchased in conjunction with this Invitation To Bid have been delivered and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: TO A SINGLE VENDOR BASED ON TOTAL PRACTICAL LIFE CYCLE COST

2.6.1 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 and who meets the requirements of Section 2, subparagraph 2.6.2. The PLCC price is for evaluation purposes only.

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:

Bidder # 1					
	A	B	C	D	E
	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
Est Cost of Fuel:					\$9,300
Unit Price as submitted by the bidder in Section 4:					\$25,000
Total PLCC:					\$34,300

**SECTION 2
SPECIAL CONDITIONS**

Bidder # 2					
	A	B	C	D	E
	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
Total PLCC:					\$33,533

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.

- 2.6.2 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.
 - 2.6.2.1 Source of Supply: 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.
 - 2.6.2.2 Service Facility: When the bidder is the vehicle's manufacturer or fabricator, a service facility capable of performing warranty repairs and supplying needed parts must be located within Miami-Dade or Broward County.

Or
 - 2.6.2.3 When the bidder is an approved dealer of the manufacturer or fabricator, there must be a service facility capable of supporting the proposed sale, and of performing warranty repairs and supplying needed parts located within Miami-Dade or Broward County.

Or
 - 2.6.2.4 Bidders who do not currently have a service facility capable of supporting the proposed sale, and of performing warranty repairs and supplying needed parts located within Miami-Dade or Broward County shall provide written verifiable proof that they will either establish a facility or enter into an agreement with a local facility to comply with this requirement. 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.

The bidder may be given the opportunity to submit any of the above information during the evaluation phase of the bid.

SECTION 2
SPECIAL CONDITIONS

2.7 PRICES

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

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

2.9.1 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 stationary, 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.

2.9.2 Product Demonstration: After the Bid Submittals have been evaluated by the County, the bidder offering the lowest PLCC, as stipulated in Paragraph 2.6 of this solicitation may be required to demonstrate the vehicles, which has been proposed, 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 bid. If a demonstration is required, the County will notify the bidder of such 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 the Bid Specifications and its decision shall be final.

2.9.3 Demonstration Vehicles: The vehicles used for the demonstration shall be the same as the manufacturer's model identified in the bidder's proposal. 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.

SECTION 2
SPECIAL CONDITIONS

- 2.9.4 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 must have less than 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 outside 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, Bid Specifications which are optional equipment of the manufacture shall be considered standard equipment of the vehicle for the purposes of this solicitation. Any optional equipments 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.
- 2.9.5 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.
- 2.9.6 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 awarded 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.

SECTION 2
SPECIAL CONDITIONS

- 2.9.7 Warranty Repairs: The awarded 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 awarded bidder of such deficiency in writing, or within the time period otherwise stipulated in the notice. If the awarded 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 vendor 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.
- 2.9.8 Shipping Terms: All prices shall include delivery terms for F.O.B. destination point. Deliveries are authorized at the County's Earlington Heights vehicle facility, located at 2100 NW 41st Street, Miami, Florida 33142, 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) 633-7678, forty-eight (48) hours prior to delivery.
- 2.9.9 Delivery Requirements: Delivery is required no later than 180 days from the date that the County department orders the vehicle by sending a printed Purchase Order to the awarded bidder. 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 delivered vehicle. See Paragraph 2.9.11 for delivery deficiencies and correction requirements.
- 2.9.10 Failure to Deliver: Upon failure to deliver the vehicles to the County in accordance with best commercial practices, ready to work condition, according to the specifications, or as required within the number of days stipulated in Paragraph 2.9.9, the awarded bidder will be subject to charges for liquidated damages in the amount of one tenth of one percent (equivalent to 0.1%) of the per unit purchase price for each and every calendar day that each unit of the vehicle order is not delivered in acceptable condition and/or in accordance with the required delivery timeline schedule. Failure to comply within 30 days may result in immediate termination of the contract for default. Delays by certain specified causes that are beyond the awarded bidder's control (e.g., weather, strikes, and natural disasters) will not be assessed.
- 2.9.11 Delivery Deficiencies: The awarded bidder shall promptly correcting any deficiency or damage to the vehicle upon delivery, at no cost to the County, within five (5) calendar days after the County notifies the awarded bidder of such deficiency, or otherwise as stipulated in the notice. In addition, the awarded bidder will be subject to assessment of liquidated damages in accordance with Paragraph 2.9.10, from issuance of such notice until the deficiency is corrected by the awarded bidder or the County takes further action as described below.

SECTION 2
SPECIAL CONDITIONS

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 vendor and charge the awarded bidder either through a credit memorandum or through invoicing for any costs incurred by the County or (b) allow the awarded bidder additional time. 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.

2.9.12 Method of Payment - Periodic invoices for units delivered and accepted: 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 accepted 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 as required in Section 2, subparagraph 2.9.13).

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:

General Services Administration
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:

SECTION 2
SPECIAL CONDITIONS

- 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.

2.9.13 Manuals: The awarded bidder shall provide 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.

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

SECTION 2
SPECIAL CONDITIONS

2.10 EQUAL PRODUCT

Intentionally Omitted

2.11 LIQUIDATED DAMAGES

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.10 of this Bid Solicitation.

2.12 INDEMNIFICATION

Intentionally Omitted

2.13 BID GUARANTY

Intentionally Omitted

2.14 PERFORMANCE BOND

Intentionally Omitted

2.15 CERTIFICATIONS

Intentionally Omitted

2.16 METHOD OF PAYMENT

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.12 of this Bid Solicitation.

2.17 SHIPPING TERMS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.8 of this Bid Solicitation.

2.18 DELIVERY REQUIREMENTS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.9 of this Bid Solicitation.

2.19 BACK ORDER ALLOWANCE

Intentionally Omitted

2.20 WARRANTY REQUIREMENTS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.6 of this Bid Solicitation.

2.21 CONTACT PERSONS

2.21.1 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@miamidadade.gov.

SECTION 2
SPECIAL CONDITIONS

2.21.2 To allow enough time for the County to respond to requests for clarification and additional information, the final date the County may accept inquiries is no later than seven (7) calendar days after bid is advertised.

2.22 USER ACCESS PROGRAM (UAP)

Intentionally Omitted

2.23 BUY AMERICA REQUIREMENTS

See Section 1, Paragraph 1.34.

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

2.23.1 PRE-AWARD AND POST DELIVERY REQUIREMENTS

Compliance with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and any amendments thereto is required.

2.24 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, within the specified timeframe, during the bid evaluation period. Failure to meet this requirement may result in your bid not being considered for award.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE

- 3.1.1 These technical specifications provide a general description and define the minimum requirements for up to 15 Gasoline/Electric Hybrid SUV's meeting the specification requirements below for Miami-Dade Transit (MDT) complete with all manufacturer's standard equipment for retail sales, as specified, through a single solicitation in "ready to operate" condition upon delivery.
- 3.1.2 These vehicles will be operated by Supervisors and Managers to monitor bus routes schedule adherence and respond to incidents throughout Miami-Dade County and part of Broward County. The vehicles will be used to respond to emergencies such as hurricanes, flooding, and evacuations. The vehicles will also be used to transport Bus Operators on the street should they become ill or have to be taken for to a medical facility. In addition to occupants, the vehicles will carry supplies for responding to emergencies and reporting incidents. Communications equipment and hazard warning lights will be installed on the vehicles after delivery. The vehicles will be in service 16 hours a day, 7 days a week. It is anticipated that the vehicles will operated approximately 20,000 miles per year.
- 3.1.3 These SUV's are intended for use in the geographical area of Miami-Dade County, Florida with subtropical marine environmental conditions. The vehicles are to be of durable construction with an expected minimum life of six years.

3.2 MINIMUM REQUIREMENTS

- 3.2.1 These specifications define the minimum requirements for Model Year 2012 or newer Small Gasoline/Electric Hybrid SUV's for Miami-Dade Transit (MDT).
- 3.2.2 These hybrid SUV's are categorized by their primary power system and size. These vehicles must utilize a gasoline engine as its primary power source with electric storage and power as a secondary power source to increase fuel efficiency.
- 3.2.3 All vehicles must be equipped with the manufacturer's standard power train system as appropriate for the vehicle category and size. All vehicles shall be furnished with the manufacturer's standard automatic transmission, air-conditioning, all wheel Anti-lock Braking System (ABS) brakes, factory tinted glass on all windows and windshields, AM/FM radio, power steering, maximum capacity cooling system, left and right side outside rear view mirrors, manufacturer's standard color keyed floor mats (front and rear as applicable) on all units with carpet flooring and shall be delivered with at least 1/2 tank of fuel and two (2) complete sets of keys.
- 3.2.4 All of the manufacturer's standard equipment for retail sales shall be included and the vehicle must include the following:
- 3.2.4.1 POWERTRAIN: Manufacturer's standard gasoline engine/electric motor combination.
- 3.2.4.2 WHEELBASE: No less than 103.0".

SECTION 3
TECHNICAL SPECIFICATIONS

- 3.2.4.3 INTERIOR: Standard dark cloth or combined cloth/vinyl or synthetic upholstery for both front and rear seating. A vehicle manufactured with leather seating or seating surfaces will not be considered for award. Minimum seating capacity of five (5). Exact colors will be selected from the manufacturer's list of standard colors at the time of order.
- 3.2.4.4 EXTERIOR: Exterior paint color shall be manufacturer's standard white.

SECTION 4
BID SUBMITTAL FORM

OPENING: 2:00 P.M.

Submit Bid To:

CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

, 2012



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

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

Issued by: J. Lee ISD/PM Date Issued: This Bid Submittal Consists of Pages 13 through 16

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

Hybrid SUV

A Bid Deposit in the amount of **N/A** of the total amount of the bid shall accompany all bids
A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: Procurement Contracting Officer Jesus Lee, CPPB	

FIRM NAME: _____

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

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

FAILURE TO SIGN PAGE 16 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE.

FIRM NAME: _____

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
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1.	13 Each	Model Year 2012, or newer, Small Hybrid SUV's, per specifications in Section 3.	\$ _____ Each
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***Depending upon the availability of funds and the awarded price, the County may only order one bus.**

Year, Make, & Model: _____ / _____ / _____

CHECKLIST: Bid Submittals	Please check below as submitted:
Pursuant to Section 2, Paragraph 2.6.2, <u>attach</u> proof that bidder is the equipment's manufacturer or fabricator, or an authorized dealer thereof.	
Pursuant to Section 2, Paragraph 2.6.2, <u>attach</u> proof that bidder has a service facility capable of supporting the proposed sale, and of performing warranty repairs and supplying needed parts, located within Miami-Dade or Broward Counties. Print the address and contact information below. Service Facility Address and Contact Information: _____ _____ _____ Contact Person Name: _____ E-mail Address: _____ Phone Number: _____	
Pursuant to Section 2, Paragraph 2.9.1, <u>attach</u> Product Information.	

SECTION 4
BID SUBMITTAL FOR:

Hybrid SUV

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE OF OFFICER: _____



Bid Title: Hybrid SUV

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award.

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

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

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ___-___/___/___/___/___

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

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

Signature: _____ (Signature of authorized agent)

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE.



APPENDIX A

AFFIDAVITS FORMAL BIDS



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

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

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

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

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

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

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

Type of identification produced _____

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Notary Public Seal

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

_____ Signature

_____ Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

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

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

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

Prime Contractor/Respondent's Signature _____

Print Name _____
(Duplicate if additional space is needed)

Print Title _____

Date _____

FORM 100



APPENDIX B

**FEDERAL TRANSIT ADMINISTRATION
AFFIDAVITS**

EXHIBIT FED-DB-1

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

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

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

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

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

_____ Signature of Participant's Authorized Official

_____ Name and Title of Participant's Authorized Official

_____ Date

EXHIBIT FED-LB1

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractors Authorized Official

Date

EXHIBIT FED-BY2

BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE

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

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

Select only one of the following certifications:

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

- OR -

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

Date _____

Signature _____

Company Name _____

Title _____

EXHIBIT FED-DA1

CERTIFICATION OF PERFORMANCE OF SAFETY-SENSITIVE FUNCTIONS

I, _____, _____,
(Print Name) *(Title)*

representing _____, certify that, based on
(Name of Company)

the definitions in 49 CFR part 655 safety-sensitive functions are to be performed for Miami-Dade Transit by
_____ under Purchase Order or Contract Number
(Name of Company)

_____ entitled _____
(Bid No.) *(Bid Title)*

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

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

ACKNOWLEDGMENT

Representative's Signature

INFORMATION FOR MDT BIDDERS LIST

Bid Description: _____

Bid No.: _____ SIC: _____

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

BIDDER INFORMATION:

Firm Name: _____ F.E.I.D. _____

Street Address: _____ Suite No.: _____

City: _____ State: _____ Zip Code: _____

Submitted as Prime Bidder?: Yes ___ No ___ If No, enter name of Prime: _____

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

Phone No.: _____ FAX No.: _____ Email: _____

DBE INFORMATION

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

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

Gender: Male ___ Female ___ DBE Commitment by Prime: _____ %

AFFIDAVIT

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

Signature Name printed or typed Title Date

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

ARRA Bus Purchase / Grant Scope.

Project Details

AMENDMENT 01 FL-96-X028-01 American Recovery and Reinvestment Act of 2009 Section 5307 Transit Capital Assistance Program (Urbanized)

This amendment is for \$5,255,527.00. The original award of 8/20/2009 totaled \$64,546,862.00. This amendment and the original award total the original sub-allocation of \$69,802,309.00 for Miami-Dade Transit (MDT), a member of the Miami, FL Urbanized Area. A copy of the sub-allocation letter dated to March 6, 2009 sent to Yvette G. Taylor, Regional Administrator of Federal Transit Administration (FTA) Region 4 is attached to this amendment application.

The Metropolitan Planning Organization (MPO) approved a Transportation Improvement Program (TIP) amendment for the six municipalities not previously included in the original grant award on November 9, 2009. A copy of that TIP amendment is attached to this amendment application.

The STIP pages for the MDT projects and the other municipality project are also attached to this amendment application. These projects were not included in the original grant award in order to not change original project scope and delay the approval and award process of the original grant.

MDT has a project the Kendall Enhanced Bus Service implementation on Kendall Drive. The original ARRA 5307 grant funded the purchase of nine 60ft. hybrid diesel-electric buses for a total of \$8,721,000. This amendment decreases the amount of funding for the buses to \$4,331,000, for 4 buses with the difference of \$4,390,000 transferred to operating assistance. The other 5 buses will be funded by local and state funding. In addition, this project will add a signalization program totaling \$2,320,000. The buses will have an added ITS feature of Transit Signal Priority (TSP) onboard which will communicate with each of the thirty-three traffic signal controllers along the corridor. The traffic signal equipment in the corridor will be equipped to enable TSP operation and integrated into the Miami-Dade County Automatic Traffic Management System (ATMS). This attribute will enable the buses to save time at the intersections, and the service will operate in mixed traffic. This service will not have a set schedule, but rather rely upon maintaining the scheduled headway intervals. The operations service plan calls for ten minute peak headways and fifteen minute off-peak headways. Evening service will have thirty minute headways. The estimated useful life of this equipment is fifteen years. This grant activity is a categorical exclusion under NEPA.

An additional \$1,069,418.00 from municipalities not participating in the ARRA 5307 funding will be applied towards operating assistance for MDT. The total operating assistance for MDT is \$5,459,418.00. It consists of \$1,069,418.00 and \$4,390,000.00 from the Kendall Enhanced Bus Service. We will use Fiscal Year 2009. This grant activity is a categorical exclusion under NEPA.

✓ The City of Coral Gables plans to use \$437,423.00 of ARRA 2009 allocation to purchase three (3) heavy-duty, low-floor, 30-foot (nominal) length, shuttle buses with a vintage trolley configuration or trolley replica. There are currently eight shuttle buses. The fleet will expand to eleven and will meet CAA and ADA requirements. They are able to operate and maintain this vehicle expansion. The estimated useful life of the vehicles is eight – ten years. This grant activity is a categorical exclusion under NEPA.

✓ The Town of Cutler Bay plans to use \$397,126.00 of ARRA 2009 allocation to purchase two (2) 30-foot mini-buses. This is a new Bus Circulator Service that MDT will operate for the Town of Cutler Bay. The Town will finance the operation and maintenance expenses through local funding. The estimated useful life of these vehicles is twelve years and they will meet CAA and ADA requirements. This grant activity is a categorical exclusion under NEPA.

The Town of Golden Beach plans to use \$9,045.00 of ARRA 2009 allocation to construct a new bus shelter system traveling east and west across State Road A1A. This is the main connector for the general public who use the public bus transportation system in Miami-Dade County. This project will meet ADA requirements and its estimated useful life is 25 years. This grant activity is a categorical exclusion under NEPA.

✓ The City of Miami Beach plans to use \$898,188.00 of ARRA 2009 allocation to purchase three (3) 30-foot mini-buses for circulator bus routes in Miami Beach. MDT will operate this service for the City of Miami Beach. The City will finance the operation and maintenance expenses through local funding. The estimated useful life of these vehicles is twelve years and they will meet CAA and ADA requirements. This grant activity is a categorical exclusion under NEPA.

for their shuttle bus. This canopy will increase the useful life of the bus, extending benefits to the public. The project totals \$10,755 and is a categorical exclusion. The estimated useful life of the project is 25 years.

The City of Miami Gardens allocation of Section 5307 ARRA funding totals \$1,061,808. Their projects are four bus enhancement projects to meet ADA requirements and provide additional passenger comfort and pedestrian access. The projects are the following: new bus shelters including passenger information display installation, and lighting, ADA pads and accessibility to existing bus stops, trash receptacles at bus stops/shelters, and sidewalk improvements to existing bus shelters and stops. The proposal for the sidewalk is 1,976 linear feet. The regular sidewalk will be 4 inches thick and 6 inches thick across driveways due to vehicular traffic. These projects are listed categorical exclusions. The estimated useful life of the bus shelters is 25 years. The other projects' estimated useful life is 15 years. Please see the project justification and bus routes location and information sheets attached to the project information section.

The Town of Miami Lakes allocation of Section 5307 ARRA funding totals \$254,222. The project includes the installation of eleven bus shelters, and retrofitting twenty existing bus shelters to become ADA compliant. These projects are listed categorical exclusions. The estimated useful life of the project is 25 years.

Miami Shores Village's allocation of Section 5307 ARRA funding totals \$67,000. The projects include six bicycle racks and fourteen bus bench replacements and trash bins at bus stops throughout the Village. These projects promote a greener environment and promote transit usage. These projects are listed categorical exclusions. The estimated useful life of the bicycle rack installation is 15 years and the estimated useful life of the bus bench and trash bin replacement is also 15 years.

The City of Miami Springs allocation of Section 5307 ARRA funding totals \$129,485. Their proposal is for various bus enhancements; benches, signage, and publication of materials for marketing and advertising of the City's shuttle service. These projects are listed categorical exclusions. The estimated useful life of these projects is 15 years.

The City of North Miami allocation of Section 5307 ARRA funding totals \$570,088. Their proposal is for various bus enhancements; twenty bus shelters, design and installation of fifty bicycle racks and two bicycle lockers, and the remaining funding to identify, design, and build a transit hub - "Super Stop" in the downtown area. The bicycle racks will be installed at the bus shelters and other bus stops. This is a bicycle park and ride project to promote more access to transit with a secure place to park a bicycle. These projects will increase use of public transportation and provide better service and amenities to the public. The "Super Stop" concept was suggested by the MPO. It will be approximately 20 feet long by 7 feet deep, with seating for up to 10 passengers. Solar panels will provide lighting, there will be an MDT automated fare collection terminal, and covered bicycle parking. These projects are listed categorical exclusions. The estimated useful life of the bus shelters and transit hub is 25 years.

The Village of Palmetto Bay's allocation of Section 5307 ARRA funding totals \$240,402. Their projects include an asphalt storage lot for their shuttle buses, improvement of passenger accessibility at bus stops, and bus signage. 1,500 feet of concrete will be required to provide connectivity to the Village's circulator and MDT bus system. Accessibility at bus stops will be 6'x 8'x 5" - 6". These projects will increase security for the shuttle buses and increase ridership by providing better amenities to the public. These projects are listed categorical exclusions. The estimated useful life of these projects is 25 years (all projects are over \$5,000). Please review their project justification attached to the project information section.

The City of Opa-locka's allocation of Section 5307 ARRA funding totals \$144,661. Their proposal is for the purchase and installation of 8 bus shelters. These bus shelters will provide better protection the public. This project is a listed categorical exclusions The estimated useful life of these projects is 25 years.

This next group of municipalities is purchasing buses or trolleys. The fleet status in TEAM is updated with Miami-Dade Transit's (MDT) fleet addition. The fleet addition for each municipality is reflected in this narrative. MDT will retain title to all of the vehicles purchased. This will be outlined in the Interlocal Agreements between MDT and the municipalities.

The City of Miami applies the 2009 ARRA Formula allocation of \$3,880,069 to purchasing trolleys. They will purchase approximately sixteen Classic American Series-25 foot trolleys that have an expected useful life of seven years. These trolleys will meet the CAA and the ADA requirements. The fleet status of the City of Miami prior to acquisition is zero and after acquisition is sixteen trolleys. They are able to operate and maintain this

vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of Homestead applies the 2009 ARRA Formula allocation of \$270,000 to purchase one trolley. MDT will purchase and operate the City's trolley circulator service. A letter of agreement is attached to this application in the Project Information section. MDT will purchase one Classic American Series-25 foot trolley that has an expected useful life of seven years. This trolley will meet the CAA and the ADA requirements. The fleet status in TEAM is updated to reflect this addition. MDT is able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of Homestead also will use \$297,480 to purchase and install 40 bus shelters throughout the city. The bus shelters will be ADA compliant and provide needed infrastructure to enhance and promote public transportation. This project is a listed categorical exclusion. The estimated useful life of this project is 25 years.

Bal Harbour Village applies the 2009 ARRA Formula allocation of \$31,509 to purchase one shuttle bus. The shuttle bus is a thirty foot bus with a useful life of five years to seven years. They currently have one shuttle bus and after acquisition will have one. This is a replacement bus. The vehicle being replaced has met its useful life of five years. This vehicle was not purchased with federal dollars and federal dollars will not be used for its maintenance. This bus will meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of Doral applies the 2009 ARRA Formula allocation of \$327,814 to purchase two trolleys. These are Classic American Series-25 foot trolleys that have an expected useful life of eight - ten years. There are currently two trolleys. The fleet will expand to four after acquisition. These trolleys will meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of Hialeah and the City of Hialeah Gardens intend to join their 2009 ARRA Formula allocation of \$2,379,147 to purchase eight thirty foot low floor ADA compatible diesel engine buses. The expected useful life of these vehicles is ten years. The fleet size prior to the acquisition is ten and after the acquisition is eighteen vehicles. These buses meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of Sweetwater applies the 2009 ARRA Formula allocation of \$136,113 to purchase three mini-buses. They are 16 passenger cargo vans with diesel and gasoline engines. The expected useful life of these vehicles is seven years. The fleet size prior to acquisition is four and after acquisition is seven mini-buses. These buses meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of North Miami Beach applies the 2009 ARRA Formula allocation of \$160,000 to purchase one hybrid twenty seat mini-bus and one hybrid twelve seat mini-van. The fleet size prior to acquisition is one full size passenger van and one mini-van. The expected useful life of these vehicles is seven years. The replaced vehicles were not purchased with federal dollars and federal dollars will not be used for their maintenance. After acquisition the size will remain the same as these hybrid vehicles will replace the unleaded gasoline vehicles. These vehicles meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

The City of North Miami Beach will also use \$230,441 to purchase and install various transit enhancements including the following projects: increased security through the construction of a restricted parking area adjacent to the bus depot, signage for the city's shuttle bus system, geographical information system (GIS) capabilities to the dispatching system, two bus shelters, and ADA compliant accessibility around bus stops. These projects are listed categorical exclusions. The estimated useful life of these projects is 15-25 years and all projects are over \$5,000.

The City of Sunny Isles applies the 2009 ARRA Formula allocation of \$192,655 to replace five shuttle buses. The current fleet is twenty-two passenger diesel shuttle buses. The replaced vehicles were not purchased with federal dollars and federal dollars will not be used for their maintenance. The replacements will be thirty feet with two wheelchair stations and a wheelchair lift. The current fleet size is five and after acquisition will remain five vehicles. The expected useful life is five years. These vehicles meet the CAA and the ADA requirements. They are able to operate and maintain this vehicle expansion. This grant activity is a categorical exclusion under NEPA.

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
991-00 SECURITY EXPENDITURES	1	\$698,024.00	\$698,024.00
ACTIVITY			
12.42.09 MDT Security Metromover CCTV	1	\$698,024.00	\$698,024.00

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
120180	2009.26.96.91.1	00	2010	96	\$64,546,862.00	\$0.00	\$64,546,862.00
Total Previously Approved:							\$64,546,862.00
Total Amendment Amount:							\$0.00
Total from all Funding Sources:							\$64,546,862.00

Alternative Fuel Codes

11.12.03	Sunny Isles Replacement Shuttle Buses	Diesel Fuel
11.12.03	Bal Harbour Village Replacement Shuttle Bus	Gasoline
11.12.15	No. Miami Beach Replacement Vans	Hybrid Electric
11.12.16	MDT Replace Hybrid Pool Vehicles	Hybrid Electric
11.13.01	MDT Buy BRT 60 ft. Hybrid Buses	Hybrid Electric
11.13.03	Town of Cutler Bay	Hybrid Electric
11.13.03	Hialeah/Hialeah Gardens Buy 30ft. Buses	Diesel Fuel
11.13.03	City of Miami Beach	Hybrid Electric
11.13.09	City of Miami Purchasing Trolleys	Diesel Fuel
11.13.09	MDT Purchase & Operating Homestead Trolley	Diesel Fuel
11.13.09	City of Doral Purchase Trolleys	Diesel Fuel
11.13.09	City of Coral Gables	Hybrid Electric
11.13.15	Sweetwater Buy Mini-vans	Gasoline
11.62.01	Kendall Drive Signalization	Hybrid Electric

Extended Budget Descriptions

11.12.03	Sunny Isles Replacement Shuttle Buses	5	\$192,655.00	\$192,655.00
The City of Sunny Isles will replace 5 30ft. shuttle buses.				

11.12.03	Bal Harbour Village Replacement Shuttle Bus	1	\$31,509.00	\$31,509.00
Bal Harbour Village will replace one shuttle bus.				
11.12.15	No. Miami Beach Replacement Vans	2	\$160,000.00	\$160,000.00
No. Miami Beach will replace two vehicles. One full size passenger van and one mini-van				
11.12.16	MDT Replace Hybrid Pool Vehicles	15	\$400,000.00	\$400,000.00
MDT will purchase 15 replacement pool vehicles with electric-gas hybrid four door mid-size sedans.				
11.13.01	MDT Buy BRT 60 ft. Hybrid Buses	9	\$4,331,000.00	\$4,331,000.00
AMENDMENT-01: MDT is reducing the amount by \$4,390,000 to apply to operating assistance. The difference in funding will be met by local funding (PTP). ORIGINAL AWARD: MDT will purchase nine BRT 60ft. hybrid diesel-electric buses for use on the new Kendall Drive Enhanced Bus Service Project.				
11.13.03	Town of Cutler Bay	2	\$397,126.00	\$397,126.00
AMENDMENT-01: MDT will operate and purchase two new hybrid 30ft mini-buses for a new circulator service for the Town of Cutler Bay.				
11.13.03	Hialeah/Hialeah Gardens Buy 30ft. Buses	8	\$2,379,147.00	\$2,379,147.00
The City of Hialeah & the City of Hialeah Gardens are jointly expanding their fleet of 30ft. low floor diesel engine buses.				
11.13.03	City of Miami Beach	3	\$898,188.00	\$898,188.00
AMENDMENT-01: MDT will operate and purchase 3 30ft. mini-buses for the City of Miami Beach.				
11.13.09	City of Miami Purchasing Trolleys	16	\$3,880,069.00	\$3,880,069.00
The City of Miami is purchasing sixteen Classic-American 25ft. trolleys.				
11.13.09	MDT Purchase & Operating Homestead Trolley	1	\$270,000.00	\$270,000.00
MDT entered an agreement with the City of Homestead to purchase and operate a trolley. The Trolley is a Classic American Series 25 ft. trolley				

11.13.09	City of Doral Purchase Trolleys	2	\$327,814.00	\$327,814.00
the City of Doral is expanding their fleet of trolleys with the purchase of two Classic American Series 25 ft. trolleys.				
11.13.09	City of Coral Gables	3	\$437,423.00	\$437,423.00
AMENDMENT-01: The City of Coral Gables is expanding their fleet with the purchase of three heavy-duty, low-floor, 30 ft., shuttle /vintage trolley replica.				
11.13.15	Sweetwater Buy Mini-vans	3	\$136,113.00	\$136,113.00
The City of Sweetwater will expand their fleet with three sixteen passenger cargo vans with diesel and gasoline.				
11.32.10	Town of Medley Purchase Bus Canopy	1	\$10,755.00	\$10,755.00
The Town of Medley will purchase a bus canopy for their shuttle bus.				
11.33.01	North Miami Construct Transit Hub	1	\$87,088.00	\$87,088.00
No. Miami will install a Super Stop Shelter in the downtown area. Four bus routes service this area.				
11.33.20	North Miami Beach Bus Parking Area	1	\$32,000.00	\$32,000.00
North Miami will construct a restricted parking area with fencing, mortorized gate & equipment.				
11.42.07	MDT Upgrade of TOS	1	\$6,200,000.00	\$6,200,000.00
MDT will upgrade the Transit Operations System (TOS). This system dispatches bus operators and tracks bus payroll.				
11.43.04	Palmetto Bay Bus Storage Lot	1	\$240,402.00	\$240,402.00
The village of Palmetto Bay will acquire an asphalt storage lot for their shuttle buses.				
11.79.00	Project Administration - MDT	1	\$972,936.00	\$972,936.00
MDT will use project adminsitration to cover monitoring, reporting, etc... for MDT projects and all of the municipalities.				

Walters, Vivian (SPEE)

From: Lee, Jesus (ISD)
Sent: Friday, February 10, 2012 4:11 PM
To: Walters, Vivian (SPEE)
Subject: SBD review for measures for Hybrid SUV purchase ITB
Attachments: DBD DEPARTMENT INPUT.doc; 2.10.12 BID SHELL FORMAL TRANSIT (FTA) 1-12-12 (rev bid sub pg).doc; Grant Scope description, Narative and Matrix.pdf

Good afternoon Vivian,

Attached are the input document and the draft bid for the purchase of up to 13 Hybrid SUV (vehicles) for the Transit department, using federal funds from an ARRA grant (see page 5, #11.12.16).

Thanks.

Jesus Lee, CPPB
Procurement Contracting Officer 2
Miami-Dade County
Internal Services Department
Procurement Management, Transit Unit
111 NW 1st Street, 13th Floor
Miami, FL 33128
Phone No. (305) 375-4264
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