

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No.

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQMT1800034
 TERM OF CONTRACT YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Cargo Vans for Metromover

Description:
 The purpose of this solicitation is to establish a contract to purchase up to four (4) new, 2019 model year or newer, Cargo Vans for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works for non-revenue use. This purchase will be funded by Federal Transit Administration funds.

Issuing Department: DTPW
 Contact Person: Angela Mathews
 Phone: (786) 469-5424

Estimate Cost: 88,000

Funding Source:
 GENERAL
 FEDERAL
 OTHER

FTA

ANALYSIS

Commodity Codes:	070-92			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> 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:				

Continued on another page (s): YES NO

RECOMMENDATION

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:
FTA funding

Signed: J. Lee
 Date sent to SBD: 8/29/18

Date returned to DPM:

Solicitation FB-01027

Cargo Vans (Metromover)

Solicitation Designation: Public



Miami-Dade County

Solicitation FB-01027 Cargo Vans (Metromover)

Solicitation Number FB-01027
 Solicitation Title Cargo Vans (Metromover)

Solicitation Start Date In Held
 Solicitation End Date Sep 21, 2018 6:00:00 PM EDT
 Question & Answer
 End Date Sep 7, 2018 7:00:00 AM EDT

Solicitation Contact Jesus Lee
 305-375-4264
 fjl@miamidade.gov

Contract Duration See Bid Documents
 Contract Renewal See Bid Documents
 Prices Good for See Bid Documents

Solicitation Comments **This purchase will be funded by Federal Transit Administration funds. The Buy America Affidavit must be completed and signed by the Bidder if total bid price exceeds \$150,000.**

Item Response Form

Item FB-01027--01-01 - Cargo Vans
 Quantity 4 each
 Unit Price
 Delivery Location **Miami-Dade County**
 No Location Specified

Qty 4

Description
 Cargo Vans

BID NO.: FB-01027
Cargo Vans (Metromover)
Sep 21, 2018



MIAMI-DADE COUNTY, FLORIDA

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

TITLE:
Cargo Vans (Metromover)

FOR INFORMATION CONTACT:
Jesus Lee 305-375-4264 fjl@miamidade.gov

IMPORTANT NOTICE TO BIDDERS/PROPOSERS:

- **READ THE ENTIRE SOLICITATION DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **THE SOLICITATION SUBMITTAL FORM CONTAINS IMPORTANT INFORMATION THAT REQUIRES REVIEW AND COMPLETION BY ANY BIDDER/PROPOSER RESPONDING TO THIS SOLICITATION.**
- **FAILURE TO COMPLETE AND SIGN THE SOLICITATION SUBMITTAL FORM WILL RENDER YOUR PROPOSAL NON-RESPONSIVE.**

**GENERAL TERMS AND CONDITIONS:**

All general terms and conditions of Miami-Dade County Procurement Contracts are posted online. Bidders/Proposers that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/fta-general-terms-and-conditions-r15-2.pdf>

NOTICE TO ALL BIDDERS/PROPOSERS:

Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

For information concerning technical specifications please utilize the question/answer feature provided by BidSync at www.bidsync.com within the solicitation. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the solicitation terms, scope of services, or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync site).

Please allow sufficient time to complete the online forms and upload of all proposal documents. Bidders/Proposers should not wait until the last minute to submit a proposal. The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into BidSync before the closing time or the system will stop the process and the response will be considered late and will not be accepted.

PLEASE NOTE THE FOLLOWING:

No part of your proposal can be submitted via **HARDCOPY, EMAIL, OR FAX**. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Bidder/Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal response must be submitted in accordance

with all specifications contained in the solicitation electronically.

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase up to four (4) new, 2019 model year or newer, Cargo Vans (Van) for Miami-Dade County (County) on behalf of the Department of Transportation and Public Works for non-revenue use. This purchase will be funded by Federal Transit Administration funds.

2.2 TERM OF CONTRACT

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 Blanket Purchase Order issued by the Internal Services Department, Procurement Management Division. The contract shall expire on the last day of the twelve month.

2.3 OPTION TO RENEW

Intentionally Omitted

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive and responsible Bidder who submits the lowest price for the item listed in this solicitation, and meets the following minimum requirements.

Minimum Requirements

2.4.1 The Bidder shall be the manufacturer of the Vans, or an approved dealer thereof. The Bidder shall upload to BidSync authenticating documentation of such manufacturer or dealer status. Failure to meet this requirement may result in Bidder's offer being rejected.

2.4.2 The Bidder's authorized service facility, capable of performing warranty repairs and supplying parts, shall be located within three (3) hours or less drive time from both locations listed below. These locations represent the northernmost and southernmost points of DTPW's current bus routes.

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

Southernmost bus route: 5407 Overseas Hwy, Marathon, FL 33050

The drive time will be calculated by the County using Google Maps, weekday - noon driving times. Bidders who currently do not have a facility meeting the criteria above shall upload to BidSync a statement with their bid submittal affirming either a facility will be opened, or a contract will be executed with such facility after the award recommendation is signed, and before a purchase order is issued by the County. Failure to meet this requirement may result in Bidder's offer being rejected.

2.4.3 Motor Vehicle Dealer License:

In accordance with Chapter 320 of the Florida Statutes, SS320.27, Bidders submitting a bid in conjunction with this solicitation must be licensed by the state of Florida as motor vehicle dealers. Bidders shall upload to BidSync a copy of their valid dealer license. Bidders may be given the

opportunity to submit a copy of the dealer license to the County during the bid evaluation period. Thereafter, failure to meet this requirement may result in Bidder's offer being rejected.

2.5 **PRICES**

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

2.6 **SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT**

2.6.1 The use of a manufacturer's name, brand name and/or model number within this solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance. When an equal product is offered, the Bidder may be required to furnish the factory information sheets (specifications, brochures, etc.) that show the offered product meets the required specifications. If required, the Bidder will be given up to ten (10) calendar days to submit the information to the County during the bid evaluation period. Failure to meet this requirement may result in that bid being rejected. The County shall be sole judge of equality or similarity and its decision shall be final.

2.6.2 Bidder shall upload to BidSync the Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the Bidder's company letterhead identifying those differences and describing how compliance with the required specifications will be accomplished. Failure to comply with this requirement may result in the rejection of that offer for failure to meet the required specifications.

Photographs and picture illustrations that are part of standard product literature will not be used in determining product compliance with the technical specifications set forth in this solicitation.

2.6.5 After offers have been evaluated by the County, the apparent lowest Bidder may be required to demonstrate the equipment which has been proposed for evaluation by the Bidder, at no cost to the County. Should the equipment offered be a custom fabrication or one time build item, the County, at its discretion, may accept a demonstration of similar equipment manufactured. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the Bidder 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 offer or to re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated the final delivered product must conform fully to all solicitation requirements.

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- 2.6.6 The equipment used for the demonstration will be the same as the manufacturer's model identified in the Bidder's offer and meet all specification requirements unless similar equipment is accepted for demonstration purposes as cited above. When similar equipment is not accepted for demonstration the equipment used in the demonstration shall create an express warranty that the actual equipment provided by the Bidder during the contract period shall conform to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conform with all technical specifications and requirements, the County reserves the right to purchase that equipment upon successful completion of the demonstration and approval of the Board of County Commissioners, or designee as applicable.
- 2.6.7 The equipment furnished by the Bidder shall be 2019 or newer. Demonstrators are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle's manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components, sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the Bidder from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the best commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding best industry standards.
- 2.6.8 During the term of the contract the County may, before or after delivery and acceptance of the initial equipment order, make changes to the required equipment or equipment options supplied provided; such changes are mutually agreed between the awarded Bidder and the County, and, all changes in per unit pricing are no more than the actual change in per unit cost that is documented by the Bidder, and, that the net amount of any such changes is no more than ten percent (10%) of the per unit price awarded.
- 2.6.9 The awarded Bidder shall supply and be responsible for all the vehicle's and equipment's warranty. This warranty must cover the entire unit bumper to bumper without deductible and have a minimum term from equipment acceptance of twelve (12) months or 12,000 miles, whichever comes first. When equipment 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. The administration of delayed in-service warranty starts is specifically included. The Bidder agrees to third-party warranty claim administration and filing at the discretion of the County.

Manufacturer's standard warranty. The warranty terms shall be subject to Delay In Start Warranty Program (commence when the Van is put into service), if available from the Van's manufacturer. It

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is the sole responsibility for the awarded Bidder to register all Vans and component warranty with the perspective manufacturers when required.

- 2.6.10 The awarded Bidder shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in paragraph 2.4.2 within five calendar days after the County notified the awarded Bidder of such deficiency verbally or in writing. If the awarded Bidder fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded Bidder in writing that the awarded Bidder may be subject to contractual default, and/or debarment as a County vendor, if the corrections, replacement or repairs are not completed to the satisfaction of the County within five (5) calendar days of receipt of notice. If the awarded Bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County for the work or items; either through a credit memorandum or through invoicing. If the awarded Bidder fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts for a minimum period of sixty (60) months.
- 2.6.11 All prices are to be quoted F.O.B. destination. Deliveries are authorized at Internal Services Department, Fleet Management, located at 6100 SW 87th Ave Miami, Fl. 33173 or at another location that may be so designated on the purchase order, between the hours of 8:00 A.M. and 2:00 P.M. weekdays. Contact number (305) 270-6367 forty eight (48) hours prior to delivery.
- 2.6.12 Delivery is required within 180 days from the date that the County department orders the equipment by sending a printed Purchase Order to the awarded Bidder. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment. See paragraph 2.6.14 for delivery defect correction requirements.
- 2.6.13 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in paragraph 2.6.12, the awarded Bidder shall be subject to charges for liquidation damages in the amount of \$ 20.00 for each and every business day that the equipment is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed herein.
- 2.6.14 The awarded Bidder shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the awarded Bidder it may be subject to contractual default, and/or debarment as a County vendor if the corrections are not completed to the satisfaction of the County within ten (10) days after receipt of notice. If the awarded Bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the awarded Bidder in default of its contract, and/or (b) procure the products or services from another

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vendor and charge the awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

2.6.15 The County shall issue payment after completion of both items below:

2.6.15.1 The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).

2.6.15.2 All documentation described in the Purchase Order and below have been received.

- A. Application for certificate of title and/or vehicle registration HSMV-82040)
- B. Certificate of Motor Vehicle Sale Tax Exemption (MVC form DR-41A),
- C. Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994)
- D. Manufacturer's statement of origin to a motor vehicle.
- E. The service policy shall be made out in the name of: Miami-Dade County, Florida.

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. These documents must be dated to coincide with the delivery of the equipment. Send all above documents to:

Miami-Dade County
Material's Management
2225 N.W. 72 Avenue
Miami, Florida 33122

2.6.16 The awarded Bidder shall supply the County with one (1) owner's manual per each vehicle. These are to be supplied by the awarded Bidder with the first unit delivered for the components supplied by both the Van and body manufacturer when such is appropriate. Manuals may be on CD, online, or in hard copy form. CD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.

2.6.17 Alternate Bids as noted in Bid Section 1.3 (F) are not permitted as part of this solicitation.

2.6.18 For specialty or custom built Vans, the awarded Bidder may be required to conduct a Pre-Construction Conference with up to five (5) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this solicitation. The awarded Bidder may select the location of this Pre-Construction Conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference will be borne by the County.

2.6.19 For specialty or custom built Vans, the awarded Bidder may be required to conduct an on-site production/prototype inspection of the first unit manufactured at times which are mutually convenient to the awarded Bidder and the County officials attending. This inspection shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls and lines, structural changes and general construction techniques. The awarded Bidder shall provide reasonable notice to the County prior to the scheduling of the on-site production inspection.

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The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the technical specifications, the awarded Bidder's offer, or best commercial practices.

The County reserves the right to require multiple production inspections where multiple locations or companies are involved with the construction of a final unit.

Any costs incurred by these County Officials in conjunction with on-site production/prototype inspection will be borne by the County.

2.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Upon notification by the County, the apparent lowest responsive, responsible Bidder shall:

1. Submit a completed Prime and Subcontractors Information Form for its company and one for each subcontractor who submitted a bid to the awarded Bidder, and
2. Complete registration in Miami-Dade County's DTPW-Disadvantaged Business Enterprise (DBE) Compliance Software. In order to complete or update your registration, please go to: <https://dtpw.eComply.us>. Be sure to disable your pop-up blocker settings, and utilize Google Chrome or an updated browser.

2.8 SAFE OPERATION OF MOTOR VEHICLE

2.8.1 Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

2.8.2 Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the County.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.0 SCOPE OF WORK**

These specifications are for up to four (4), new Cargo Vans (Vans) for use by Miami-Dade County, Department of Transportation and Public Works, Metromover Division, to transport employees and cargo to and from work sites throughout Miami-Dade.

Each Van shall be 2019 model year or newer, equipped with all of the manufacturer's standard equipment for retail sales, and shall meet all the specifications listed below. The Vans are to be delivered complete and in "ready-to-work" condition.

3.1 BODY

- 3.1.1 Factory installed HVAC system
- 3.1.2 The interior of the vehicle shall be a dark color vinyl with full length rubber flooring and floor mats. Heavy duty rubber flooring for the entire cargo area.
- 3.1.3 Standard sliding curb side door only with windows.
- 3.1.4 Standard rear double barn doors.
- 3.1.5 Tinted glass on windshield, driver and passenger side windows. Windows in cargo area are to be deleted if permitted by the vehicle's manufacturer.
- 3.1.6 The largest available side view mirrors for maximum side and rearward visibility.
- 3.1.7 AM-FM radio. OEM satellite radio, navigation systems, cellular communication systems (such as OnStar, Bluetooth, etc.), if furnished as standard equipment for retail sales should be deleted if possible.
- 3.1.8 OEM rear backup camera
- 3.1.9 Back up alarm
- 3.1.10 Driver/Passenger capacity: Minimum 5.
- 3.1.11 Full width and height partition between passenger seats and the cargo area
- 3.1.12 The vehicles shall have two (2) complete sets of keys upon delivery.

3.2 ENGINE

Manufacturer's standard gasoline engine.

3.3 CHASSIS, FRAME, SUSPENSION AND STEERING

- 3.3.1 GVWR: No less than 8,000 lbs. and with a payload capacity of no less than 3000 lbs.
- 3.3.2 Wheelbase: No less than 117 inch wheelbase and no greater than 137 inch wheelbase.

3.4 DRIVE SYSTEM

Manufacturer's standard automatic transmission.

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3.5 FUEL

Manufacturers' standard fuel tank delivered with no less than ½ tank of fuel.

3.6 EXHAUST

Manufacturer's standard system.

3.7 BRAKES

All wheel Anti-lock Braking System (ABS) brakes.

3.8 WHEELS AND TIRES

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

3.9 LIGHTS AND REFLECTORS

Lights and reflectors shall meet F.M.V.S.S. and Florida D.O.T regulations.

3.10 PAINT AND COATINGS

The complete exterior of the Vans with the exception of trim and accessories is to be painted the OEM standard white.

3.11 ADDITIONAL ITEMS

Cargo Partition: Provide and install partition behind the last row of seats to isolate equipment from passenger compartment and increase air conditioning efficiency. Wire type safety partitions are not acceptable.

CHECKLIST: Bid Submittal Documents

Cargo Van Year: _____ **Make:** _____ **Model:** _____
 (2019 or newer) (Manufacturer Name) (Model Name and/or Number)

Minimum Requirements	Please confirm by initialing each box below:
Pursuant to Section 2, Paragraph 2.4.1, I confirm the Bidder is the vehicle's manufacturer or an authorized dealer thereof, and have uploaded authenticating documentation.	X
Pursuant to Section 2, Paragraph 2.4.2, I confirm the Bidder has a service facility capable of supporting the proposed sale, and of performing warranty repairs and supplying needed parts, is or will be within a three-hour (3hr.) drive time from the Northern and Southern most bus route point, and have uploaded authenticating documentation.	X
Pursuant to Section 2, Paragraph 2.4.3, I have attached a copy of our Motor Vehicle Dealers license, in accordance with Chapter 320 of the Florida Statutes, SS320.27.	X

Cargo Van Service Facility's Name and Address:

Contact Person Name: _____

E-mail Address: _____

Phone Number: _____



**Miami-Dade County
Procurement Management Services
Solicitation Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. FB-01027		Solicitation Title: Cargo Vans (Metromover)		
Legal Company Name (include d/b/a if applicable): <input type="text"/>		Federal Tax Identification Number: <input type="text"/>		
If Corporation - Date Incorporated/Organized : <input type="text"/>		State Incorporated/Organized: <input type="text"/>		
Company Operating Address: <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address (if different from ordering address): <input type="text"/>		City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Company Contact Person: <input type="text"/>		Email Address: <input type="text"/>		
Phone Number (include area code): <input type="text"/>	Fax Number (include area code): <input type="text"/>	Company's Internet Web Address: <input type="text"/>		

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 prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if the Bidder has such conviction to disclose to comply with this requirement.

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

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

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND EIGHTY (180) DAYS FROM DATE SOLICITATION IS DUE.

WAIVER OF CONFIDENTIALITY AND TRADE SECRET TREATMENT OF BID

The Bidder acknowledges and agrees that the submittal of the Bid is governed by Florida's Government in the Sunshine Laws and Public Records Laws as set forth in Florida Statutes Section 286.011 and Florida Statutes Chapter 119. As such, all material submitted as part of, or in support of, the bid will be available for public inspection after opening of bids and may be considered by the County or a selection committee in public.

By submitting a bid pursuant to this solicitation, you agree that all such materials may be considered to be public records. The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or

confidential.

In the event that the Bid contains a claim that all or a portion of the Bid submitted contains confidential, proprietary or trade secret information, the Bidder, by signing below, knowingly and expressly waives all claims made that the Bid, or any part thereof no matter how indicated, is confidential, proprietary or a trade secret and authorizes the County to release such information to the public for any reason.

Acknowledgment of Waiver:

Bidder's Authorized Representative's Signature: <input data-bbox="183 327 685 369" type="text"/>	Date <input data-bbox="1013 327 1294 369" type="text"/>
--	---

Type or Print Name <input data-bbox="529 453 1031 495" type="text"/>
--

Type or Print Title <input data-bbox="529 562 1031 604" type="text"/>

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

Bidder's Authorized Representative's Signature: <input data-bbox="183 812 685 854" type="text"/>	Date <input data-bbox="1013 812 1294 854" type="text"/>
--	---

Type or Print Name <input data-bbox="529 938 1031 980" type="text"/>
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Type or Print Title <input data-bbox="529 1050 1031 1092" type="text"/>



DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW)
DISADVANTAGED BUSINESS ENTERPRISE (DBE)
EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

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

***ITEM: PURCHASE OF SERVICE VEHICLES for
Project No.IRP032***

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs", the standards of Best Procurement Practices Manual, and FTA Circular 4220.1E (the Circular).

As a recipient of FTA funding, the Miami-Dade Department of Transportation & Public Works (DTPW) Disadvantaged Business Enterprise (DBE) Program is to carry out and fully implement the ideas of 49 CFR Part 26. Primarily, the DBE Program is to:

1. Ensure that there is a "*leveled playing field*" in DOT assisted contracts,
2. Improve the flexibility and efficiency of contracting opportunities by reducing the burdens on small businesses to compete for contracting opportunities.
3. The DBE program also helps to identify and help remove barriers to the participation of DBE contractors in DOT-assisted contracts, and
4. Ultimately to assist the development of firms that can compete successfully in the marketplace outside of the DBE program.

Therefore, it is the Department's primary objective to ensure that Proposers/ bidders invite certified DBE firms to have an opportunity to participate in the performance of federally-funded contracts, and for bidders to take all necessary and reasonable steps to make such assurances. DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. FTA Circular 4220.1E defines the requirements a grantee must adhere to in the solicitation, award and administration of its third party contracts. Such contract awards include the procurement of supplies, services, rolling stock, equipment, construction, and other related services.

Therefore, for this purpose, a DBE goal will NOT be assigned to this solicitation. (*Ref. page 3*)

Each proposer/bidder and their sub-consultants shall complete the required DBE Forms attached to this Agreement in the Appendices so that DTPW may compile statistics for federal reporting purposes.



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I. PRE-AWARD COMPLIANCE & GENERAL PROVISIONS

REQUIREMENTS PRIOR TO CONTRACT AWARD:

Upon notification by the County, the apparent lowest responsive, responsible Bidder shall:

- A. Submit a completed **Prime and Subcontractors Information Form** (*attached*) for its company and one for each subcontractor who submitted a bid to the selected proposer,
- B. Complete registration in Miami-Dade County’s DTPW-Disadvantaged Business Enterprise (DBE) Compliance Software. In order to complete or update your registration, please go to: <https://dtpw.eComply.us>. Be sure to disable your pop-up blocker settings, and utilize Google Chrome or an updated browser. When prompted, please enter the department code as: **DTPW**.
 - **New Users:** To obtain your USER NAME and PASSWORD, please utilize this link <https://dtpw.eComply.us/LogOn> and click “**Forgot Username?**” from the home screen. The system will prompt you to enter the email address that was provided when your company registered. If this information is not available, please contact the support desk at (855) 496-9526 or support@ecomplysolutions.com.
 (See the attached DBE Flyer for further detailed instructions.)
 - **Returning Users:** If a user-name (email address) and password was created in the previous software, request a password reset.
 - Send an email to support@ecomplysolutions.com providing the log-in information that was previously used. eComply support will email a temporary password to access the system.

Using the temporary password, log into the software. Click the Setup tab on the top left. Under Account Settings, click Change Password. Enter the temporary password that was provided, your new password and click “**Change Password**” again.

The HELP menu option provides access to a user manual that instructs the vendor on the system's use. Additionally, to further assist you in registering, a “Quick Steps” flyer is located in the appendix of this document.

II. DEFINITIONS

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

- A. *Affirmative Action* - Positive activities undertaken to eliminate discrimination and effects of past discrimination and to ensure nondiscriminatory practices in the future.
- B. *Contracting Officer* - The Director of the Transportation and Public Works (DTPW) or his/her designee.



- C. *Disadvantaged Business Enterprise or DBE* - A "for-profit" small business concern that has been certified by a certifying member of the Florida Uniform Certification Program in accordance with 49 CFR § 26.5.
- D. *DBE Goal or Race-conscious measure* – A percentage of the total contract work & price that is to be specifically expended with certified DBEs, including women-owned DBEs.
- E. *Race-neutral*- A measure used to assist all small businesses, including female owned.
- F. *Proposer*- Also consultant- Any person or entity submitting an offer on or is awarded this solicitation.
- G. *Successful proposer* - the proposer to which the Contract is awarded.

III. ANTI-DISCRIMINATION

The consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy the County deems appropriate. Each subcontract the consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR§26.13(b)).

Disability Nondiscrimination.

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

"In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. Also, in accord with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended,29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR , Parts 27, 37, and 38, the Contractor agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: “no qualified individual with a



disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” Additionally, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: “it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. Furthermore, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.”

IV. REPORTS AND FORMS

- A. Although a race-neutral measure applies to this procurement, should the successful proposer retain the services of DBE firms on this project through race-neutral means, the selected proposer shall submit monthly the Subcontractor Monthly Report and weekly Certified Payrolls, reflecting such participation. The Proposer shall not terminate for convenience, and the Proposer shall obtain written authorization from the County prior to terminating a DBE.
 - i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (b) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.



- a) The contractor shall submit weekly copies of its complete and accurate payrolls, which must be in accordance with 29 C.F.R. 5.5 (a) (3) (i) and similarly those of its subcontractors. Such payrolls may be submitted on form WH-348 or on any identical form with identical wording, which can be purchased from the Superintendent of Documents (Federal Stock No. 029-005-00014-1), U.S. Government Printing Office; Washington, D.C. 20402.
 - b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - i. That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R 5.5. (a)(3)(i) and that such information is correct and complete;
 - ii. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth at 29 C.F.R. Part 3;
 - iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-348 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 C.F.R. 5.5(a)(3)(ii)(b).
 - d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- B. The contractor or subcontractor shall make the records required under 29 C.F.R. 5.5 (a)(3)(ii) available for inspection, copying, or transcription by authorized representatives of FTA or the department of labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, FTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.



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

V. COLLUSION AND FALSE STATEMENTS PROHIBITED

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

VI. COMPETITION REQUIRED

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

VII. PROMPT PAYMENTS AND RETAINAGE

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

A. The following correct information constitutes a proper invoice and is required as payment documentation:

1. Name of Subconsultant;
2. Invoice date;
3. Invoicing period;
4. MDT Contract number;



5. Subconsultant's invoice number; account number; and/or any other identifying number agreed by contract;
 6. Description and nature of work completed;
 7. Taxpayer Identification Number (TIN);
 8. Bank Information; and/or EFT and Financial EDI Statements
 9. Contact person's name, title and Telephone Number.
 10. Other substantiating documentation, information required by contract.
- B. An invoice shall be deemed to be received on the receipt date stamped on the invoice by the consultant. If the consultant fails to annotate the invoice with a date of receipt, the date placed on the invoice by the subconsultant shall control.
- C. The Prime Consultant shall make timely payment on a payment request or invoice without regard as to whether MDT has tendered payment and/or reimbursement to the Prime consultant.
- D. The prime consultant will not be reimbursed for work performed by subconsultants unless and until the prime consultant ensures that the subconsultants are promptly paid for the work they have performed, and upon which a payment request or proper invoice was submitted and received. Nothing herein shall prohibit a prime consultant or subconsultant from disputing, pursuant to the terms of the contract, all or any portion of a payment alleged to be due to another party.
- E. In the event of a payment dispute, the consultant and subconsultant may withhold the disputed portion of any such payment, if the consultant, or subconsultant notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute. The undisputed portion shall be paid timely.
- F. The Prime and subconsultants will use appropriate alternative dispute resolution mechanisms to resolve payments disputes, including but not limited to mediation, arbitration and/or an MDT's Ombudsperson.
- G. In cases of disputes, proceedings to resolve the dispute shall be commenced not later than 20 days after the date on which the payment request or proper invoice was received by the consultant and shall be concluded by final decision not later than 30 days after the date on which the payment request or proper invoice was received by the consultant. Such procedures shall not be subject to chapter 120, and such procedures shall not constitute an administrative proceeding which prohibits a court from deciding any action arising out of the dispute. If the dispute is resolved in favor of the Prime Consultant, then interest charges shall begin to accrue 15 days after the final decision. If the dispute is resolved in favor of the subconsultant, then interest shall begin to accrue as of the original date the payment became due.
- H. The prime consultant may reject a payment request or invoice within 10 business days after the date on which the payment request or invoice is stamped as received. A



rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

- I. If a payment request or an invoice is rejected under subsection (9) and the subconsultant submits a corrected payment request or invoice which corrects the deficiency specified in writing by the prime, the corrected payment request or invoice must be paid or rejected on the later of Ten (10) business days after the date the corrected payment request or invoice was stamped as received.
- J. All payments due under this section and not made within the period specified by this section shall bear interest at the rate of 1.5% per month, or the rate specified by contract whichever is greater.
- K. Late payment interest penalties shall be paid without regard to whether the subconsultant has requested payment of such penalty, and shall be accompanied by a notice stating the amount of the interest penalty, the number of days late and the rate used. Interest payment of less than one dollar need not be paid. In the event of a dispute, interest penalties under this clause will not continue to accrue.
- L. The Prime and subconsultant in their business judgment and of their own volition may negotiate reasonable cash discounts, or any other means of payment reduction for early payments, if the parties can agree to mutually advantageous terms.
- M. A provision in an agreement between a subconsultant and a consultant is void and unenforceable to the extent that it purports to waive or preclude the rights, remedies, or requirements set forth in this subsection; or that it purports to limit it or preclude any liability of the prime consultant to the subconsultant or of the subconsultant to the consultant, arising under this subsection.

Please Note: The Prime may NOT hold retainage from its subconsultants and is required to return any retainage payments to those subconsultants within 30 days after the subconsultant's work related to this contract is satisfactorily completed or within 30 days after incremental acceptance of the subconsultant's work by the County and consultant's receipt of the partial retainage payment related to the subconsultant's work, whichever comes first.



VIII. DEPARTMENT OF LABOR PROVISIONS

- A. Overtime requirements - No consultant or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the consultant and any subconsultant responsible therefore shall be liable for the unpaid wages. In addition, such consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subconsultant under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- D. Non-Construction Contracts - The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a. of Part II Terms and Conditions (Master Agreement) of the Federal Transit Administration agreement, are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1. The consultant or subconsultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the consultant or subconsultant for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the consultant or subconsultant will permit such representatives to interview employees during working hours on the job.



- E. Subcontracts - The prime or subcontractor shall ensure that the insertion of the foregoing clauses set forth in subparagraphs through this section are applied to *every* lower-tier subcontract(s) entered. The prime shall be responsible for compliance of every subcontractor or lower-tiered subcontractor with the clauses specifically, set forth on subparagraphs (A) through (L) of section VII for *Prompt Payment and Retainage*.

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

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

- A. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. **Information and Reports:** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Miami-Dade County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required from a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Miami-Dade County, or to the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Miami-Dade County shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:



1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination or suspension of the contract, in whole or in part.

F. **Incorporation of Provisions:** The bidder/ contractor shall include ALL provisions of the DBE Affirmative Action Clauses herein, in every subcontract entered, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as Miami-Dade County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Miami-Dade County to enter into such litigation to protect the interests of Miami-Dade County, and, in addition, the contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

X. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Equal Employment Opportunity

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

B. Discrimination Prohibited

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



C. Nondiscrimination (General)

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

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

XI. CONTINUED COMPLIANCE

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

XII. SANCTIONS FOR VIOLATIONS

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

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



---**END**---

APPENDIX OF FORMS

PRIME AND SUBCONTRACTOR INFORMATION FORM
MONTHLY PROGRESS REPORT (*If applicable*)
DBE “QUICK STEPS” FLYER

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

OFFICE OF CIVIL RIGHTS & LABOR RELATIONS (OCR/LR) - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS (DTPW)**DBE DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE SOFTWARE****DEFINITION OF A DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBEs are for-profit small business concerns whose owner is a socially and economically disadvantaged individual, who owns at least a 51% interest in the company and also controls management and daily business operations.

Socially and economically disadvantaged individuals include, but are not limited to: African Americans, Hispanic Americans, Native Americans, Asian Pacific and subcontinent Asian Americans, and women.

To be regarded as economically disadvantaged, an individual must have a personal net worth that does not exceed \$1.32 million. To be seen as a small business, a firm must meet SBA size criteria AND have average annual gross receipts not to exceed \$22.41 million.

Pursuant to 49 CFR Part 26, the Department of Transportation & Public Works (DTPW) is required to maintain a Bidder's List for all contracts receiving federal funds. Effective immediately, at bid submittal, all vendors –Prime and Subcontractors, DBE and Non-DBEs– must register their company in the DTPW Disadvantaged

Business Enterprise (DBE) Compliance Software, as well as submit the required DBE forms listed in the solicitation. Any bid-submittal that fails to include the required DBE forms provided in the solicitation, and fails to complete registration in the DBE Software, may be deemed non-responsive.

ACCESS THE DBE COMPLIANCE SOFTWARE AT dtpw.ecomply.us/logon

NOTE: Disable your **Pop-up Blocker** settings and utilize Google Chrome or a more updated browser, as Internet Explorer has proven to reduce functionality.

PRIOR USERS:

If a user-name (email address) and password was created in the previous software, request a password reset.

- Send an email to support@ecomplysolutions.com providing the log-in information that was previously used. eComply support will email a temporary password to access the system.
- Using the temporary password, log into the software. Click the Setup tab on the top left. Under Account Settings, click Change Password. Enter the temporary password that was provided, your new password and click **Change Password** again.

NEW USERS:

To obtain your USER NAME and PASSWORD, please utilize this link <https://dtpw.ecomply.us/LogOn> and click Foergot Username? from the home screen. The system will promptv you to enter the email address that was provided when your company registered. If this information is not available, please contact the support desk at (855) 496-9526 or support@ecomplysolutions.com.

**CUSTOMER SUPPORT:**

FORGOT YOUR PASSWORD, OR LOCKED OUT OF THE SOFTWARE:

Contact eComply Solutions, Inc. at support@ecomplysolutions.com or 855-496-9526
Monday – Friday, 8 a.m. – 8 p.m. ET.

FOR MORE INFORMATION ABOUT DBE OPPORTUNITIES:

Nathaniel Surrancy, DBE Manager:
786-469-5405

Tina Golden,
Transit Contracts Compliance Officer:
786-469-5302

E-mail us at: dtpwdbem@miamidade.gov

DEPARTMENT OF TRANSPORTATION & PUBLIC WORKS
Office of Civil Rights & Labor Relations/Disadvantaged Business Enterprises Unit
701 NW 1st Court, Suite 1700, Miami Florida 33136



SOLICITATION TITLE: ¾ Ton Flatbed Trucks

SOLICITATION NO.: **FB-000Pending**

Attachment B

Federal Certifications



SOLICITATION TITLE: ¾ Ton Flatbed Trucks

SOLICITATION NO.: **FB-000Pending**

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

SOLICITATION TITLE: ¾ Ton Flatbed Trucks

SOLICITATION NO.: **FB-000Pending**

**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

SOLICITATION TITLE: ¾ Ton Flatbed Trucks

SOLICITATION NO.: **FB-000Pending****EXHIBIT FED-BY2****BUY AMERICA
CERTIFICATE OF COMPLIANCE OR NON-COMPLIANCE**
(FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS)
(EXCLUDES ROLLING STOCK)49 U.S.C. 5323(J)(1)
49 CFR Part 661Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and the Acquisition of Goods (valued at more than \$150,000). If total bid prices is less than \$150,000, Bidder does not need to complete the Buy America certification on next page.

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j)(1) 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.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

SOLICITATION TITLE: ¾ Ton Flatbed Trucks

SOLICITATION NO.: **FB-000Pending**

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date _____

Signature _____

Company Name _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date _____

Signature _____

Company Name _____

Name _____

Title _____



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this 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. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)							
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth	

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)									Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Oth		

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

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

 Signature of Bidder/Proposer Print Name Print Title Date

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

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

Contract Title:

Printed Name of Affiant Printed Title of Affiant Signature of Affiant

Name of Firm Date

Address of Firm State Zip Code

Notary Public Information

Notary Public - State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public Expiration Date

Notary Public Seal

Question and Answers for Solicitation #FB-01027 - Cargo Vans (Metromover)

Overall Solicitation Questions

There are no questions associated with this Solicitation.