

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. 8705-3/13-3
 Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO
 Requisition No./Project No.: RQPW1300011
 TERM OF CONTRACT: 3y Upon issuance of PO/One Time Award

Requisition /Project Title: Truck Wash Facilities Maintenance and Repair

Description: Maintenance, Repair, and Detergent for PWWM Truck Wash Facilities.

Issuing Department: ISD-PM
 Contact Person: Lorrie Delhomme
 Phone: 305-375-4884
 Estimate Cost: \$300,000.00
 Funding Source: GENERAL
 FEDERAL
 OTHER
 Proprietary

ANALYSIS

Commodity Codes:	<u>07519</u>		
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

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor

Basis of recommendation: _____

Signed: Jocelyn R. Fulton for Lorrie Delhomme
 Date sent to SBD: 6/7/13
 Date returned to ISD/PM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 JUN - 7 11:30



BID NO.: TBA

**OPENING: 2:00 P.M.
TBA
TBA , 2013**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

FOR INFORMATION CONTACT:

LORRIE DELHOMME, 305-375-4884, DLORIE@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

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

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



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: TBA

Bid Title: TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

Procurement Officer: LORRIE DELHOMME

Bids will be accepted until 2:00 p.m. on TBA, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

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.
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.

MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION

SECTION 1
GENERAL TERMS AND CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies 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 standard general terms and conditions are considered non-negotiable subject to the County's final approval.

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/general-terms-and-conditions-r13-2.pdf>

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Maintenance Repairs and Detergent for two (2) Atlantis Truck Wash Facilities each having a Water Recycling System in conjunction with the County's needs.

2.2 TERM OF CONTRACT: Thirty-Six (36) 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 Internal Services Department, Procurement Management Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the thirty-six month period.

2.3 OPTION TO RENEW

Intentionally Omitted

2.4 METHOD OF AWARD**(GROUP I)**

To a Single Lowest Priced Bidder in the Aggregate for the maintenance of two Atlantis Truck Wash Facilities

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in this group and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the group to a single bidder. Each bidder must submit the names of at least two (2) truck washes (including the names, addresses and the phone numbers of the owners and the operators) where the bidder provided (or is providing) preventive maintenance services. The Department will check the references before awarding any contract.

Note: Bidders must provide proof of cost with an invoice for payment of parts.

(GROUP II)

To a Single Lowest Priced Bidder in the Aggregate for the maintenance of two Water Recycling Systems

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in this group and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single bidder. Each bidder must submit the names of two (2) references (including the addresses and the phone numbers) where the bidder provided (or is providing) PM services to any types of wastewater reclamation systems (not necessarily for truck washes only). The Department will check the references before awarding any contract.

Note: Bidders must provide proof of cost with an invoice for payment of parts.

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

(GROUP III)

To a Single Lowest Priced Bidder in the Aggregate for a detergent package for two Atlantis Truck Wash Facilities

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all detergents (powder and liquid) in this group and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the group to a single bidder. Each bidder must submit the names of at least two (2) truck washes (including the names, addresses and the phone numbers of the owners and the operators) where the bidder provided (or is providing) detergent. The department will check the references before awarding any contract.

2.5 PRICES

If the bidder is awarded a contract under this solicitation, the prices offered by the bidder shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications" and shall remain fixed for the term of the contract.

2.6 METHOD OF PAYMENT: MONTHLY INVOICES

The bidder(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder'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

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

- 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.

2.7 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Lorrie Delhomme, at (305) 375-4884 or email dlorie@miamidade.gov.

2.8 PRE-BID WALK-THRU TOUR (RECOMMENDED):

A pre-bid tour through 3-B Truck Wash Facility will be held at 8000 S.W. 107th Avenue, Miami, FL 33173 on () at (). Please RSVP by ().

It is recommended that a representative of the firm attend this walk-thru in order to qualify to submit an offer in response to this solicitation.

The County will not be held responsible for lack of knowledge of the facility/equipment if a representative from that bidder's firm fails to attend this recommended pre-bid walk-thru tour, or fails to arrive at the walk-thru within fifteen (15) minutes of the scheduled starting time.

"Multiple members of individual community councils may be present."

2.9 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider 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 issue thereon. Provider expressly understands and agrees that any insurance

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

protection required by this Agreement or otherwise provided by Provider 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.

The bidder shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 1300
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

within the specified time frame but not in the manner prescribed in this solicitation, the bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the bidder fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the bidder in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the bidder in accordance with Section of this solicitation.

2.10 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.11 DELIVERY SHALL BE (14) DAYS AFTER DATE OF ORDER

The bidder shall make deliveries within 14 calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

2.12 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

A. Type of Warranty Coverage Required

The bidder shall provide a copy of its written warranty certificates with its initial offer, or upon request from the County. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the bidder shall remain in force for the full period identified by the bidder regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within 14 calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another source and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.13 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

notify the ordering entity, in writing, within three (3) work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

Bidder Compliance

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.14 ADDITIONAL FACILITIES MAY BE ADDED

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, bidder(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract bidder(s) that offers the lowest acceptable pricing. If this contract has a single incumbent bidder, the additional site(s) shall be added to this contract by formal modification of the award sheet. If there are multiple incumbent bidders under this contract, and the additional effort is to be assigned to only one of these bidders, a separate release order will be issued.

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

2.15 DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period; upon fourteen (14) calendar day's written notice to the bidder.

2.16 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.17 CLEAN-UP

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

2.18 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within 14 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 7 calendar days of receipt of the notice. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.19 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

2.20 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

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

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

2.21 ACCEPTANCE OF PRODUCT BY THE COUNTY

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

2.22 EMERGENCY SERVICE

The bidder shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 24 hours after notification by the County.

2.23 SAMPLES OF DETERGENT MAY BE REQUIRED DURING EVALUATION

After the County opens the Bid Proposals, the bidders may be required to submit a sample of the detergent package to be supplied at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s); provided however, that in the event of a group or aggregate award, the bidder's proposal will not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples any certifiable laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

2.24 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Regulatory and Economic Resources Department located at Overtown Transit Village North - 701 NW 1st Court, Miami, Florida 33136 – 305-372-6789.

2.25 “EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

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

2.25.1 This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

- : Product Information Sheets (such as Material Safety Data Sheet (MSDS), factory specifications, technical specifications, standard manufacturer information sheets, catalogues, and brochures)
- : Product Samples Upon Specific Request
- : Product labels

2.25.2 If an “equal” product may be considered by the County in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also for product information submittals, all supporting documentation submitted by the bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

2.25.3 If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

SECTION 2
SPECIAL CONDITIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

2.25.4 For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

2.25.5 The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.26 PURCHASE OF OTHER SERVICES NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the County has listed the usual services that are utilized by County departments in conjunction with their operations, there may be similar services that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the awarded bidder to obtain a price quote for the similar services. The County reserves the right to award these similar services to the contract bidder, or to acquire the parts through a separate solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

3.1 SCOPE OF WORK

The Miami-Dade County Public Works and Waste Management Department maintains and operates two (2) Truck Wash Systems located at 18701 NE 6 Ave (3A Truck Wash) and at 8000 SW 107 Avenue (3B Truck Wash). Both Truck Wash facilities are operated by in-house County staff and maintained by outside bidders. Each Truck Wash consists of an Atlantis Truck Wash System manufactured by Ryko Manufacturing Company (**Group I**), located at 11600 NW 54 Ave., Grimes, Iowa 50111 (www.Ryko.com Toll Free: 855-498-8159 Phone: 515-986-3700, Fax: 515-986-3621), a water recycling system manufactured by Waste Water Management, Inc. (**Group II**), located at 150 Evernia Street, Jupiter, FL 33458 (www.Recyke.com Phone: 561-747-8028, Fax 561-747-0642) and a detergent dispensing system that comes with the Atlantis Truck Wash System (**Group III**). The intent of this solicitation is to provide the following:

Group I: Provide Monthly Preventive Maintenance of two (2) Atlantis Truck Wash Systems, and to provide labor and materials to repair the system as and when needed.

Group II: Provide Weekly Preventive Maintenance of two (2) Water Reclamation Systems, and to provide labor and materials to repair the systems as and when needed.

Group III: Supply detergent package for two (2) truck washes suitable for the Atlantis Truck Wash System and adaptable to the existing dispensing mechanism.

Group I: Provide Monthly Preventive Maintenance of two (2) Atlantis Truck Wash Systems, and to provide labor and materials to repair the system as and when needed.

A. Preventive Maintenance:

The Bidder shall submit a bid for the monthly Preventive Maintenance (PM) services for two (2) Atlantis Truck washes. In addition to this, the Bidder shall provide Monthly preventive maintenance services to the Air Compressor and the Water Softener connected to the system, including changing of the oil and filter for the air compressor and adding required quantity of salt to the Water Softener. The unclogging of the nozzles shall also be part of the preventive maintenance.

Maintenance shall be provided on a monthly basis during the regular operational hours of the truck wash facilities. The days are Mondays, Tuesdays, Thursdays and Fridays from 7:00 a.m. to 5:00 p.m.

The Atlantis equipment shall be maintained according to the manufacturer's (Ryko's) 19 Point Inspection List listed below. Item 20 and 21 of the list are for the Air Compressor and the Water Softener.

1. Tighten all cover screws;
2. Check wheels and track for extreme or improper wear;
3. Check all bolt for tightness;
4. Check rubber bumpers and stops for tightness. Tighten if required;

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

5. Check all gantry mounted air, water and power lines for abrasions, cracks or over tight ties;
6. Check gantry mounted nozzles for proper alignment and function;
7. Check airlines, regulators and solenoids for leaks. Check air cylinder for proper operation;
8. Check additive system filters;
9. Check for loose or burned wires in Control Panel;
10. Run the machine through several cycles and check general operation;
11. Lubricate gantry wheel bearings and carriage chains;
12. Lubricate all pneumatic air cylinder swivel joints and replace worn pins if necessary;
13. Insure all lights are functional in Stop & Go Instructional sign;
14. Check the remote activation devise for correct operation;
15. Check the pressure on all regulators;
16. Verify settings on detergent and rinse dispensing pumps;
17. Check detergent tank levels to establish re-order intervals;
18. Check all supply lines for air, water and/or chemical leaks;
19. Submit monthly inspection reports and identify all items requiring immediate action;
20. Monthly preventive maintenance service for the Air Compressor including changing of the oil and filter.
21. Monthly preventive maintenance services for the Water Softener including adding required quantity of salt:

B. Repair and Replacement of Parts:

Group I's scope also includes labor and materials to repair the system as needed. Repair or replacement of parts shall include and not be limited to pump stands, reclaim suction line kit, Control Box, Program Module, chemical pumps, chemical control console, wash bay terminal box, track pipe, taglines, and guide rails, filters, check valves, and all other valves within the system (truck wash equipment, compressors and water softener system). The maintenance, as described above, shall consist of identifying, replacing or repairing parts, as required in order to maintain the equipment operational at all times. The bidder shall provide a proposal including the required parts list, a proposal of the manufacturers cost to the Department's representative for approval before ordering any parts. All replacement parts should be OEM Ryko or an approved equal.

The bidder's proposal shall list the markup above cost for the parts, including all transportations to the sites as included in the bid form. The bidder will be paid for the labor costs for the actual hours worked on each repair at the rate included in the bid form. The Department estimates about 100 man-hours per site per year (total of 600 hours for 2 sites for 3 years) for labor, and \$2,500 per site per year (total of \$15,000 for 2 sites for 3 years) for parts, repairs and replacements of the Atlantis Truck Wash Systems. Any bidder who is not familiar with the Ryko Atlantis Truck Wash System are encouraged to contact Ryko or visit Ryko's web site: www.Ryko.com to be familiar with the Truck Wash System and the parts required to maintain the system.

Each bidder must submit the names of at least two (2) truck washes (including the names, addresses and the phone numbers of the owners and the operators) where the bidder provided (or is providing) PM services. The department will check the references before awarding any contract.

Note: Bidders must provide proof of cost with an invoice for payment of parts.

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

Group II: Provide Weekly Preventive Maintenance of two (2) Water Reclamation Systems, and to provide labor and materials to repair the system as and when needed.

A. Preventive Maintenance

The bidder shall submit a bid for the weekly preventive maintenance services (PM) at the two (2) Truck Wash facilities. The total number of PM for the Water Reclamation System shall be 156 times for the three (3) year period for each system. The PM shall include but not be limited to maintaining the ozone equipment, ozone pumps, submersible pumps, pumps inside each reclaim tank, fresh water intake system, assuring all control panels are operating as required and, cleaning/replacing filters are required. Physically cleaning and washing the inside of all reclaim tanks, including all materials, pressure washer and detergents are also included in the PM. The cleaning of the tanks must be performed whenever it is needed. The cost of cleaning shall be included on the weekly PM cost. No separate payment will be made for this item (cleaning).

The equipment shall be maintained according to the following checklist:

1. Verify proper tank sediment evacuation pump operation;
2. Check level of sediment in tanks;
3. Depth of sediment in Tank #1 (depth must remain below 18 inches)
4. Visually inspect all system components;
5. Check sump pit dual sump pump operation;
6. Check and clean ozone in-line filter;
7. Check and adjust the pH of water in the tanks (pH must remain between 6.5" to 8.0")
8. Check float switch levels and adjust as necessary;
9. Check and clean all other water recycling system filters;
10. List items that require additional attention:

Maintenance shall be provided during the regular operational hours of the truck wash facilities. The days are Mondays, Tuesdays, Thursdays and Fridays from 7:00 a.m. to 5:00 p.m.

B. Repair and Replacement of Parts

Group II's scope also includes labor, parts and materials to repair the Water Reclamation system as and when needed. The maintenance service explained above shall consist of identifying, replacing or repairing parts, as required in order to maintain the equipment operational at all times. The bidder shall provide a proposal including the required parts list and estimated cost to the Department's representative for approval before ordering any parts. All replacement parts must be approved and acceptable as genuine parts manufacturer, or approved equal for the existing Water Reclamation Systems.

The bidder's proposal shall list the markup above cost for the parts of the parts, including all transportation to the site as included in the bid form. Bidder will be paid for the labor cost for the actual hours worked on each repair at the rate included in the bid form. Any bidder who is not familiar with the Water Reclamation System is encouraged to visit the Truck Wash facilities. All

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

such visits must be coordinated as explained in this document. The Department estimates about 50 man-hours per site per year (total of 300 hours for 2 sites for 3 years) for labor, and \$1,500 per site per year (total of \$9,000 for 2 sites for 3 years) for parts, for repairs and replacements of the waste water reclamation systems.

Parts list for Water Reclamation System maintained by Waste Water Management:

- Misc. – gaskets, seals and/or fittings
- Misc. – straps, clamps, screws, glue, contact cement, etc.
- PVC Pipe fittings Couplings
- Elbows, 90's, Plugs, Caps, PVC Valves, etc.
- PVC Pipe, SCH 80
- Batteries
- Acid, Chlorine, Algaecide
- Seal /gasket kit
- Tank Bulkhead Fittings
- Butterfly Valve
- Corona Discharge Generator 8
- Ozone Injector Assembly By-Pass
- 2" Brass Ball Valve
- Flow Switch
- Backflow Preventer Assembly
- Oxygen Concentrator
- 5 HP Goulds Pump
- 2" Inline "Y" Strainer Filter
- Reaction Chamber, Corona Discharge
- Ozone transformer 110v
- 1-1/2" Mazzie Injector
- Impeller
- 3" Brass check Valve
- Transformer 240va- Hv 10kv
- Exhaust Fan
- Relay time delay
- Contractor/overload Assembly 1 hp
- 10 A Circuit Breakers
- 30 A Circuit Breakers
- Delay Relay
- Resistor
- Switch Assembly Combo Unit
- 24V Panel Bulbs Panel Indicator
- Disconnect Switch
- 24-Volt Transformer
- 120-Volt Transformer
- Pump Float Switch Normally Open
- Switch 2 pos mount
- Switch 2 pos maint
- Switch 3 pos

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

Float switch extra HD
Timer 6-station
Relay 24v
Multi Funct timer
Contractor /Overload Assmy 10hp
Signal Horn
Misc. Wiring
Pump seal kit
5hp lift station pump
Ebara ½ HP sump pump
M/N BBHP-2 Stainless Steel Dual Basket Filter System, complete with bypass manifold and stainless steel inner basket

Each bidder must submit the names of two (2) references (including the addresses and the phone numbers) where the bidder provided (or is providing) PM services to any types of waste water reclamation systems (not necessarily for truck washes only). The Department will check the references before awarding any contract.

Note: Bidders must provide proof of cost with an invoice for payment of parts.

Group III: Supply detergent package for two (2) Truck Washes suitable for the Atlantis Truck Wash System and adaptable to the existing dispensing mechanism for 36 months.

Current Washing Procedure:

The following information, describing the current wash procedures of the Miami-Dade County Public Works and Waste Management Department trucks, is for information to the bidders only. All bidders are encouraged to visit the newer Truck wash site located at 8000 SW 107 Ave. (3B) and experience the washing mechanism prior to submitting their bids. Currently, The Public Works and Waste Management Department (the Department) runs two (2) automatic Truck washes in Miami Dade County, FL. Both of these Truck washes run on a two-step detergent system, consisting of three (3) detergent types and a drying agent. Detergent-1 is a powdered high pH alkaline Chemical. It is mixed with water and is contained in a detergent drum (the first drum). Detergent-2 is a surfactant and is contained in the second detergent drum. Detergent-3 is a low pH compound and is contained in the third detergent drum. In the current system, during the step 1 operation, detergents 1 and 2 are pumped and mixed as they come out of their respective containers and are sprayed over the truck to be washed. In step 2, detergent-3 is pumped and sprayed over the first two detergents mix and the truck is washed with recycle water and sprayed under high pressure (touch less). After the detergents are washed off, a drying agent is sprayed as a final step and the truck wash completes its wash cycle. The System does not have a drying cycle. The drying agent is to expedite the natural drying process. In the current system, about 18% of detergents are mixed with about 82% of water. Note that most of the water used in washing the trucks is recycled through the Water Reclamation System previously described. Fresh water is used only to replenish the water loss due to

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

evaporation and/or overflow. Currently the Department spends about \$30,000 per year per Truck wash System for detergents.

The Detergent Specifications:

The Truck washes are built and structured for the two-step system as described above and the Department wants to maintain the system as is. Accordingly, the Detergents that the Department is requesting bids for shall consist of a two-step detergent application and a drying agent that will deliver powerful automatic cleaning performance to the solid waste trucks. The components shall automatically mix, using the current mechanism of the Truck washes to specially formulated detergents on-site using water provided by the Department. Per Miami-Dade County, Department of Regulatory and Economic Resources (RER), the regulator and the permit-issuing agency for the Truck Wash Systems, the formulated detergent **must not contain any solvent or degreaser**. The active ingredients shall be delivered without the need for fillers or binders. The detergent (the mixed compound) shall not consist of any harsh chemical ingredients for cleaning; only large quantities of the best proven cleaners shall be applied to vehicles economically, allowing the detergent to clean gently and effectively. All individual detergents included in the Detergent system, including the drying agent, shall be adaptable by the existing Truck Wash Systems, without the need of any mechanical changes or alterations. The Detergents that the Department is requesting bids for must be established in the industry and must have been used in other Truck washes around the Country. Each bidder must submit the names of two (2) truck washes (including the names, addresses and the phone numbers of the owners and the operators) where the proposed Detergent System is being used. The Department will check the references before awarding any contract. The Department may ask any bidder to provide samples of their Detergent System before entering into any contract with any bidder.

Group III is for the purchase of detergent for two (2) Truck Washes suitable for the Atlantis Truck Wash System and adaptable to the existing dispensing mechanism with brand names/model numbers listed below or an equal product (See Section 2, paragraph 2.25):

#	<u>BRAND NAME</u>	<u>Description</u>	<u>Product Number</u>
Detergent 1	King-Pin Powder	Premium Heavy Duty Large Vehicle and Equipment Cleaner (Moderate foaming caustic powder)	Product # M81
Detergent 2	Z-Maxx Shampoo	Concentrated Carwash Shampoo with Foamaxx Technology.	Product # M932
Detergent 3	Zep Low pH Vehicle Presoak (XT-2496)	High Foaming economical low pH presoak. Can be used in cloth and touch-free wash or can be used in a single step or two-step cleaning process.	Product # 8983
Detergent 4	Zep Formula 75	Rinse Agent	Product # 0587

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
Vendor Assistance Unit
Stephen P. Clark Center
111 NW 1st Street
13th Floor, Suite 1300
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Tba
Tba , 2013



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

NOTE: 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: **ISD/PM Lorrie Delhomme** Date Issued: **Tba** This Bid Submittal Consists of Pages **18** through **24**
Plus all Appendices

Sealed bids 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.

**Title:
TRUCK WASH FACILITIES MAINTENANCE AND REPAIR**

A Bid Deposit in the amount of **N/A** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **N/A** 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: 07519	
Procurement Contracting Officer: Lorrie Delhomme	

FIRM NAME _____

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

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

**SECTION 4
BID SUBMITTAL FORM**

Group I:

Provide Monthly Preventive Maintenance of two (2) Atlantis Truck Wash Facilities Systems, and to provide labor and materials to repair the system on an as needed when needed basis.

Description	Estimated Quantities	Unit Cost	Total
A. Preventive Maintenance	36 Months	\$ _____ /mo	\$ _____
B. Labor for Repairs/Replacements	600 hours	\$ _____ /hr	\$ _____
C. Emergency Services	75 hours	\$ _____ /hr	\$ _____
Group I Total:			\$ _____

Group II:

Provide Weekly Preventive Maintenance of two (2) Water Reclamation systems, and to provide labor and materials to repair the system on an as needed when needed basis.

Description	Estimated Quantities	Unit Cost	Total
A. Preventive Maintenance	156 Weeks	\$ _____ /lb	\$ _____
B. Labor for Repairs/Replacements	300 hours	\$ _____ /hr	\$ _____
C. Emergency Services	75 hours	\$ _____ /hr	\$ _____
Group II Total:			\$ _____

Group III:

Supply detergent package for 36 months for two (2) Truck washes suitable for the Atlantis Truck Wash System and adaptable to the existing dispensing mechanism (Refer to page 17 for brand name description and details)

Description	Estimated Quantities	Unit Cost	Total
Detergent 1: High pH powder			
A. <u>Brand Name</u> King-Pin Powder (Product # M81) or equal	30,000 lbs	\$ _____ /lb	\$ _____
Brand Name/Equal Product Name: _____			
Product # _____			

Detergent 2: Surfactant

B. <u>Brand Name</u> Z-Maxx Shampoo (Product #M81) or equal	1,350 gals	\$ _____ /gal	\$ _____
Brand Name/Equal Product Name: _____			
Product # _____			

SECTION 4
BID SUBMITTAL FORM

Group III continued:

Detergent 3: Low pH compound

C.	<u>Brand Name</u>		3,000 gals		
	Zep Low pH				
	(Product #8983) or equal			\$ _____	/gal \$ _____

Brand Name/Equal Product Name: _____

Product # _____

Detergent 4: Drying Agent

D.	<u>Brand Name</u>		600 gals		
	Zep Formula 75				
	(Product #0587) or equal			\$ _____	/gal \$ _____

Brand Name/Equal Product Name: _____

Product # _____

Group III Total: \$ _____

SECTION 4
BID SUBMITTAL FORM

Provide two (2) clients to which the bidder has provided maintenance services for in the Truck Wash Industry.

References for Group I

1. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

2. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

Provide two (2) clients to which the bidder has provided preventive maintenance for a Water Reclamation System.

References for Group II

1. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

2. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

Provide two (2) clients to which the bidder has provided detergents for the Truck Wash Industry.

References for Group III

1. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

2. Business /Location Name: _____

Contact Person: _____ Phone # _____

Address: _____

SECTION 4
BID SUBMITTAL FOR:
TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW 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: _____

TITLE OF OFFICER: _____



Bid Title: TRUCK WASH FACILITIES MAINTENANCE AND REPAIR

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon bidder registration. Failure to register as a bidder within the specified time may result in your firm not being considered for award.

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

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

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

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the bidder ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the bidder ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

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

Print Name: _____ Title: _____

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



APPENDIX

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.

Federal Employer Identification Number (FEIN): _____

Contract No. : _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

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

Printed Name of Affiant _____ Printed Title of Affiant _____ Signature of Affiant _____

Name of Firm _____ Date _____

Address of Firm _____ State _____ Zip Code _____

Notary Public Information

Notary Public – State of _____ County of _____

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

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

Type of identification produced _____

Signature of Notary Public _____ Serial Number _____

Print or Stamp of Notary Public _____ Expiration Date _____ Notary Public Seal _____

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
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____
Project/Contract Number _____

FEIN # _____

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/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenses of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/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/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract.

In accordance with Ordinance No. 11-98, an entity contracting with the County shall report the race, gender and ethnic origin of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder 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 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)		Employees(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)													
			Gender	Race/Ethnicity	Gender	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Alaskan	Other

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/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

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

Signature of Bidder/Respondent _____

Print Name _____

Print Title _____

Date _____