

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

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

Re-Bid
 Other
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQPW1200014
 TERM OF CONTRACT 0 YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: ROLL OFF TRUCKS

Description:

The purpose of this solicitation is to establish a contract for the purchase of tilt frame roll off trucks for the Public Works and Waste Management Department.

Issuing Department: PWWM Department
 Contact Person: Danny Diaz
 Phone: 305-514-6691

Estimate Cost: \$1,818,600.00

Funding Source:
GENERAL
FEDERAL
OTHER Proprietary

ANALYSIS

Commodity Codes: 070-54

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

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

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

Continued on another page (s): YES NO

RECOMMENDATIONS

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

Basis of recommendation:

Signed: Loules Betancourt
 Date sent to SBD: 10/5/2012

Date returned to DPM:

RECEIVED
 DEPT. BUSINESS DEV.
 2012 OCT - 9 AM 9: 10

Walters, Vivian (RER)

From: Betancourt, Lourdes (ISD)
Sent: Friday, October 05, 2012 10:37 AM
To: Walters, Vivian (RER)
Subject: RQPW1200014 ROLL OFF TRUCKS
Attachments: 9-5-2012 ROLL OFF TRUCKS REVISED ITB 6-18-12(IO 3-9 lang).docx; DBD DEPARTMENT INPUT.pdf

Importance: High

Hi Vivian,

Please find attached DBD's Department Input and draft ITB for the purchase of 12 roll off trucks for PWWM.

Regards,

Lourdes Betancourt, CPPB



"Delivering Excellence Every Day"

Procurement Contracting Officer I

Internal Services Department - Procurement Management

Miami-Dade County

Phone: (305) 375-4121/Fax: (305) 375-5688

E-mail: 11121@miamidade.gov

Visit our website: <http://www.miamidade.gov/dpm/>



BID NO.:

OPENING: 2:00 P.M.

, 2012

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

Tilt Frame Roll Off Trucks

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

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	SEE SECTION 2, PARAGRAPH 2.23
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP): ...	N/A
INDEMNIFICATION/INSURANCE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2, PARAGRAPH 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:.....	N/A
MDPHA SECTION 3:	N/A
SITE VISIT/AFFIDAVIT:.....	N/A
USER ACCESS PROGRAM:.....	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	SECTION 2, PARAGRAPH 2.9, SUB- PARAGRAPH 2.9.10, SECTION 3, PARAGRAPHS 3.7, 3.8, AND 3.32(E)
LIVING WAGE:	N/A

FOR INFORMATION CONTACT:

LOURDES BETANCOURT, CPPB, 305-375-4121, L1121@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **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:

Bid Title: TILT FRAME ROLL OFF TRUCKS

Procurement Officer: LOURDES BETANCOURT, CPPB

Bids will be accepted until 2:00 p.m. on _____, 2012

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**

1.1. DEFINITIONS

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

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

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

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

County – shall refer to Miami-Dade County, Florida

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

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

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

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

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

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

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

B. Vendor Registration

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

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

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

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

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GENERAL TERMS AND CONDITIONS

C. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(l) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover

page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

I. Accounts Receivable Adjustments

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum

SECTION 1
GENERAL TERMS AND CONDITIONS

requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County 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 in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012, therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the

SECTION 1
GENERAL TERMS AND CONDITIONS

expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

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

1.13. LAWS AND REGULATIONS

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

1.14. LICENSES, PERMITS AND FEES

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

1.15. SUBCONTRACTING

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

1.16. ASSIGNMENT

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

1.17. DELIVERY

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

1.18. RESPONSIBILITY AS EMPLOYER

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

1.19. INDEMNIFICATION

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

1.20. COLLUSION

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

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

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

1.22. TERMINATION FOR CONVENIENCE

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

1.23. TERMINATION FOR DEFAULT

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

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense.

SECTION 1
GENERAL TERMS AND CONDITIONS

The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

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

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.27 PRE-AWARD INSPECTION

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

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeable will be heard or reviewed by the County Commission or a County board or committee.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

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

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

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

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

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

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of tilt frame roll off trucks for the Public Works and Waste Management Department. The County may purchase either Truck A or Truck B.

Truck A - Roll-Off Hoist

Truck B – Hook Arm Lift

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

For awards valued up to and including \$100,000, a 10% (ten percent) bid preference shall apply for certified Micro Business Enterprise (Micro) Bidders. For awards valued over \$100,000 and up to \$1,000,000, a 10% (ten percent) bid preference shall apply for certified Micro and SBE Bidders. For awards valued over \$1,000,000, a 5% (five percent) bid preference shall apply for certified Micro and SBE Bidders.

Micro Business Enterprises and Small Business Enterprises must be certified by Small Business Development under Business Affairs, a division of the Department of Regulatory and Economic Resources (RER) for the type of goods and/or services the enterprise provides in accordance with the applicable commodity code(s) for this solicitation. A Micro Business Enterprise is a certified SBE firm whose three year average gross revenues does not exceed \$2 million, or is a manufacturer with fifty (50) employees or less, or is a wholesaler with fifteen (15) employees or less. For certification information, contact RER at 305-375-CERT (2378) or at <http://www.miamidade.gov/business/business-certification-programs.asp>. The enterprises must be certified by bid submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

2.3 PRE BID CONFERENCE (HIGHLY RECOMMENDED) FOLLOWED BY INSPECTION OF EXISTING TRUCKS:

A pre-bid conference will be held on (date) at Internal Services Department Fleet Management Division Shop 3 at 8801 N.W. 58th Street, Miami, Florida 33178 (305) 418-2727 to discuss the special conditions and specifications included within this solicitation. It is recommended that a representative of the firm attend this conference as the “cone of silence” will be lifted during the course of the conference and informal communication can take place.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. Multiple members of individual community councils may be present.

Existing truck types will be available for viewing after the pre-bid conference at the following location:

Fleet Management Division Shop 3
8801 N.W. 58th Street
Miami, Fl. 33178
(305) 418-2727

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SPECIAL CONDITIONS

2.4 TERM OF CONTRACT

This contract shall commence upon the date of the purchase order and shall remain in effect until such time as all items purchased in conjunction with this Invitation to Bid, have been delivered and accepted by the County's authorized representative and upon completion of the expressed and/or implied warranty periods.

2.5 OPTION TO RENEW

INTENTIONALLY OMITTED

2.6 METHOD OF AWARD

The County may choose to award either Truck A or Truck B or both to the responsive and responsible Bidder offering the lowest price for the applicable truck and who meets the requirements below:

2.6.1 Bidder must be the vehicle's manufacturer or fabricator, or a licensed dealer thereof.

2.6.2 There must be a service facility capable of supporting the proposed sale and of performing warranty repairs and supplying needed parts located in Miami-Dade or Broward County. The service facility may be subject to the County's review and approval.

2.6.3 In accordance with Chapter 320 of the Florida Statutes, SS320.27, Bidder must be licensed by the state of Florida as motor vehicle dealers.

NOTE: The Bidder may be given the opportunity to submit a copy of the documentation to the County, within the specified timeframe, during the bid evaluation period. Failure to meet this requirement may result in your bid not being considered for award.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

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

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

INTENTIONALLY OMITTED

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

BIDDING EQUAL PRODUCTS, NO SUBSTITUTION COMPONENTS, MANUFACTURER'S CATALOGUES/BROCHURES AND PRODUCT DEMONSTRATIONS

2.9.1 Manufacturer's name, brand name and/or model number, when used in the specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used.

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2.9.2 When "NO SUBSTITUTION" is used in combination with a manufacturer's name, brand name and/or model number, the named item is the only item that will be accepted by the County.

2.9.3 When an equal product is bid, the Bidder shall furnish the factory information sheets (specifications, brochures, etc.) that show the product meets or exceeds the required specifications. Failure to meet this requirement may result in the bid being deemed non-responsive. The County will be sole judge of equality or similarity and the County's decision shall be final. Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be accompanied by a letter, on the Bidder's company stationary, identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of the bid for not meeting the specifications.

NOTE: 1 Photographs, picture, and other graphic illustrations that are part of standard product literature will not be used in determining product compliance with these specifications.

2.9.4 After the Bid Submittals have been evaluated by the County, the Bidder offering the lowest price, as stipulated in Section 2, Paragraph 2.6 of this solicitation may be required to demonstrate the equipment, which has been proposed, for evaluation by and at no cost to the County. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the bid. If a demonstration is required, the County will notify the Bidder of such in writing and will specify the date, time and location of the demonstration. If the Bidder fails to perform the demonstration on the date stipulated in the notice, the County may elect to reject the Bidder's proposal or to re-schedule the demonstration. The County will be the sole judge of the acceptability of the equipment in conformance with the Bid Specifications and its decision shall be final.

2.9.5 The equipment used for the demonstration shall be the same as the manufacturer's model identified in the Bidder's proposal. Accordingly, the equipment used in the demonstration shall create an expressed warranty that the actual equipment provided by the Bidder during the contract period shall be similar to the equipment used in the demonstration.

EQUIPMENT FURNISHED

2.9.6 The equipment furnished by the awarded Bidder, during the term of the Contract, shall be new and the most recent model available. Demonstrator models are not acceptable. Vehicles that are equipped with the OEM manufacturer's standard accessories will have less than 50 miles recorded on the odometer at the time of delivery. Vehicles that are equipped with accessories, which are not the OEM manufacturer's standard order accessories, will have less than 100 miles recorded on the odometer at the time of delivery. Vehicles delivered outside this mileage requirement will not be accepted. Any optional components that are required in accordance with the Bid Specifications (refer to Section 3, of this Bid Solicitation) shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicle manufacturer for the application intended must be included and will be considered standard equipment for

SECTION 2
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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 awarded Bidder from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the Bid Specifications shall be so governed.

2.9.7 The unit shall conform to all applicable Occupational Safety and Health Administration (OSHA), State and Federal, and American National Standards Institute (ANSI) requirements and standards, and Department of Transportation (D.O.T.) regulations. All components and included craftsmanship are to be in accordance with current Society of Automotive Engineers (S.A.E.) standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance, consistent with or exceeding the industry standards.

2.9.8 The equipment and features required are listed in the bid specifications (refer to Section 3, entitled "Technical Specifications"). The County may, after delivery and acceptance of the initial equipment ordered, make changes to the required equipment or equipment options supplied, provided; 1) such changes are mutually agreed between the Bidder and the County, 2) all changes in per unit pricing are no more than the change in per unit documentable cost to the Bidder, and 3) that the net amount of any such changes is no more than five percent of the per unit price originally bid.

BIDDER STATUS

2.9.9 See 2.6.2 above.

WARRANTY REQUIREMENTS

2.9.10 The successful Bidder shall supply and be responsible for fulfilling the vehicle's warranty. Vehicles with a GVWR of 19,500 pounds or less will have a warranty free of deductibles with no less than the following coverage:

- Thirty-six months (36) or 36,000 miles full vehicle bumper to bumper.
- Sixty months (60) or 60,000 miles on the power train.
- Hybrid unique components (if hybrid) ninety-six months or 100,000 miles.

Vehicles with a GVWR of 19,501 pounds or more will have a warranty free of deductibles with no less than the following coverage:

- Twenty-four months (24) bumper to bumper.
- Sixty (60) months on the engine and transmission.
- Hybrid unique components (if hybrid) sixty (60) months.

ALL VEHICLES

- When vehicle or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph.

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SPECIAL CONDITIONS

- When vehicle or component manufacturers provide a warranty with less coverage than that stipulated herein, the awarded Bidder shall provide a supplemental warranty that meets or exceeds the warranty requirements, as stipulated herein.
- The warranty terms shall be subject to Delay In Start Warranty Program (commence when the vehicle is put into service), if available from the vehicle's manufacturer.
- A written five (5) year 100% coverage warranty shall be supplied for the engine.
- A written five (5) year 100% coverage warranty for transmission shall be supplied for each vehicle purchased.
- The entire vehicle shall have a rust and corrosion protection warranty for a five (5) year period. The warranty shall require the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period.

2.9.11 The awarded Bidder shall promptly correct any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in Paragraph 2.6.2 within five (5) calendar days after the County notified the Bidder of such deficiency in writing. If the 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 Bidder in writing that the Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the Bidder fails to satisfy the warranty within the period stipulated in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County, either through a credit memorandum or through invoicing.

2.9.12 The successful Bidder and/or their local service representative may be required to enter into an Original Equipment Manufacturer (OEM) parts and service supply agreement with Miami-Dade County, during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid, the Bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard.

DELIVERY AND PAYMENT

2.9.13 All prices shall be quoted F.O.B. destination point. Deliveries are authorized at the County's Shop 3 Main Vehicle Facility, located at 8801 N.W. 58 Street, Doral, Florida 33172, between the hours of 8:00 A.M. and 2:00 P.M. weekdays, or at another location or at times that may be so designated on the purchase order. Contact the Facility Supervisor at (305) 591-9515, forty-eight (48) hours prior to delivery.

2.9.14 Delivery is required within the number of days stated by the Bidder within the Bid Proposal. In no case may this date be later than 270 days from the date that the County department orders the equipment by sending Purchase Order to the awarded Bidder. All deliveries are to be made in accordance with good commercial practice. All equipment shall be delivered in full compliance with the bid specifications and requirements, and must be in excellent condition and ready to work. Upon verification of compliance with these

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requirements, the County will accept the delivered equipment. See Paragraph 2.9.16 for defective delivery correction requirement.

2.9.15 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 2.9.14., the awarded Bidder shall be subject to charges for liquidation damages in the amount of one tenth (1/10) of one percent (1%) of the per unit purchase price for each and every calendar day that each unit of the equipment order is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in Paragraph 2.9.16 below.

2.9.16 The 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 Bidder of such deficiency in writing. If the Bidder fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the Bidder in writing that the Bidder may be found in violation of the Contract or be subject to contractual default if the deficiencies are not corrected and/or replacement or repairs are not completed to the satisfaction of the County within the specified timeframe. If the Bidder fails to satisfy the delivery requirements within the period stipulated in the notice, the County may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the awarded Bidder for any additional costs that are incurred by the County either through a credit memorandum or through invoicing.

2.9.17 The County shall issue payment after completion of items (a) and (b) below, and as per the payment provisions established in Section 1, Paragraph 1.2, (H) (1):

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

B. All documentation described in the Purchase Order has been received as stipulated therein. The language that will appear in the Purchase Order is:

Application for Certificate of Title and/or Vehicle Registration (HSMV-8040), Certification of Motor Vehicle Sale Tax Exemption (MVC Form DR-41A), Motor Vehicle Dealer Title Reassignment Supplement (DHSMV 82994), Manufacturer's Statement of Origin To A Motor Vehicle and Service Policy shall be made out in the name of:

Miami Dade County, Florida
2225 N.W. 72nd Avenue,
Miami, Florida 33122.

C. These documents must be dated to coincide with the delivery of the equipment, send all papers to:

Internal Services Department
Administrative and Business Services Division
2225 N.W. 72nd Avenue
Miami, Florida 33122

SECTION 2
SPECIAL CONDITIONS

D. All documents must be properly filled out and completed, signed and notarized by an authorized individual with no strike-over on any documents. Non-compliance will result in payment delays.

E. The invoice is to be made out in triplicate to the name of the department as indicated on the Purchase Order and mailed to the same address as shown in the Purchase Order. The vehicle key numbers are to be noted on the invoice.

PARTS, REPAIRS AND TRAINING MANUALS

2.9.18 The successful Bidder shall supply the County with a minimum of one (1) each; a comprehensive training manual which describes the appropriate use of the equipment purchased, and, a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. This may be done by book, CD or via an online access to an appropriate website.

ALTERNATE BIDS

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

MOTOR VEHICLE LICENSE REQUIREMENT

2.9.21 See 2.6.4 above.

2.10 LIQUIDATED DAMAGES

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.15 of this Bid Solicitation.

2.11 INDEMNIFICATION AND INSURANCE

INTENTIONALLY OMITTED

2.12 BID GUARANTY

INTENTIONALLY OMITTED

2.13 PERFORMANCE BOND

INTENTIONALLY OMITTED

2.14 CERTIFICATIONS

INTENTIONALLY OMITTED

2.15 METHOD OF PAYMENT

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.17, of this Bid Solicitation.

SECTION 2
SPECIAL CONDITIONS

2.16 SHIPPING TERMS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.13 of this Bid Solicitation.

2.17 DELIVERY REQUIREMENTS

Please refer to Section 2, Paragraph 2.9, Sub-Paragraph 2.9.14 of this Bid Solicitation.

2.18 BACK ORDER ALLOWANCE

INTENTIONALLY OMITTED

2.19 WARRANTY REQUIREMENTS

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

2.20 CONTACT PERSON

2.20.1 For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Lourdes Betancourt, at (305) 375-4121 email – L1121@miamidade.gov.

2.20.2 To allow enough time for the County to respond, requests for clarification and additional information should be received at least 7 days before the Bid Opening Date.

2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE**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 vendor 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. Vendor 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 vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The

SECTION 2
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vendor shall notify the ordering entity, in writing, within 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 vendor 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 vendor 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 vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor 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.

2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE 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 proposal submittal 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. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the Bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

2.23 COMPETENCY OF VENDORS AND ASSOCIATE SUBCONTRACTORS

The County may elect to conduct a pre-award inspection of the awarded Bidder's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a satisfactory record of performance for a reasonable period of time. Bidders must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the awarded Bidder intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the awarded Bidder may be required to verify the competency of its sub-contractor or supplier. Miami-Dade County reserves the right, before awarding the contract, to require a Bidder to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any Bidder responding

SECTION 2
SPECIAL CONDITIONS

hereunder, including past performance with the County, in determining awarded Bidder's responsibility for the purposes of selecting a vendor for contract award.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

These specifications are the minimum requirements for tilt frame roll-off trucks that will be used in combination with the County's existing roll-off containers. These units will be predominately operated on paved roads but are required to unload at landfill sites. All units shall be equipped with the manufacturer's standard equipment and be constructed using components recommended by their manufacturers for this application as well as meeting the following supplemental requirements.

- A. The trucks shall be designed to accommodate the County's existing 40 cubic yard containers. These containers are 22 feet in length.
- B. Bidders are encouraged to thoroughly inspect and become familiar with the systems being used. It is a requirement of this bid that the same systems with containers, mounts, covers, mechanisms, supports, etc., shall be furnished "ready to use".

3.2 OPERATION:

The County projects that each unit will accumulate about 35,000 miles per year.

3.3 CHASSIS:

GVWR minimum of 58,520 pounds.

- A. Minimum frame R.B.M. of 2,700,000 pounds.
- B. WB (wheelbase) - no greater than 216 inches.
- C. Curb to curb turning circle no greater than 83 feet.
- D. CT (cab to trunnion) - greater than 170 inches.
- E. AF (aft of frame) – stipulate your dimension in the chart.
- F. Must be extended at the front to accommodate a front mounted pump. The extended area at the top of the bumper shall be covered with 1/4" plate or expanded metal for safety.

3.4 CAB:

Peterbilt 320, Autocar Xpeditor, American LaFrance Condor or other LCF type design meeting chassis requirement in Section 3.3 above and subsequent specifications below. All trucks shall be equipped with manufacturer's OEM air-conditioning and heating systems and the following supplemental requirements:

- 1.
 - A. Bostrom T905 mid-back air suspension driver's seat or Sears equal or other equal product and the manufacturer's standard passenger seat, with OEM installed seat belts.
 - B. Wide view type windshield with tinted safety glass all around.

SECTION 3
TECHNICAL SPECIFICATIONS

- C. The cab shall be insulated against heat, cold and noise and have arm rests, a dome light, sun visors, a map compartment, AM-FM radio, two separately fused power points, a J-port not shared with any other electronic functions, rubber flooring, and non-skid rubber floor mats.
2. 6" X 16" stainless steel mirrors and 8" spot mirrors mounted on the left and right sides of the cab and exterior grab-handles. Bidder's which offers mirror combinations with supports built into the cab body that perform the same functions are acceptable. Final locations of all mirrors shall be subject to County approval.
 3. Scale reading cab instrumentation, which includes an ammeter or voltmeter, speedometer with odometer, tachometer, Hobbs hour meter, oil-pressure, water temp, fuel, transmission temperature and air-pressure gauge, with a visual alert indicator and an audible alarm, are required. Where truck manufacturer or engine electronics include these functions in dashboard displays those displays shall be acceptable.
 4. Fiamm or Hadley 133 db single or dual trumpet single base or its equivalent shall be furnished. The final horn location is subject to approval by the County. Final horn location shall be approved by the County.
 5. Tilt and telescope steering column. Tinted glass on all windows, including windshield.
 6. Exterior grab handles, installed on both sides.
 7. A 5-pound (minimum), ANSI/U.L. approved, A B C rated dry chemical fire extinguisher shall be mounted on the floor next to the driver's seat. The fire extinguisher shall be easily accessible by opening the driver's side door. The fire extinguisher shall be tested to ANSI/UL 711 and ANSI/UL 299 marine type U.S.C.G. standards.

3.5 LIGHTS & REFLECTORS:

Lights and reflectors shall meet F.M.V.S.S. and Florida D.O.T regulations. LED lighting shall be used wherever possible.

3.6 COOLING SYSTEM:

Maximum capacity cooling system filled with extended life coolant and equipped with the recommended coolant filter or supplemental additive system.

3.7 ENGINE:

Engine shall be a Cummins ISX11.9 310/320V/320Rhp with 1150 foot pounds of torque, corresponding to Allison file 2-1509, or alternate listed below, "No Substitution". If not provided by engine electronics, an automatic safety device shall be installed and adjusted to prevent engine damage in case of oil pressure failure, cooling system overheating or low coolant level, by stopping (not de-rating) the engine. This system shall include a brief duration emergency override for safety purposes. Additional requirements are listed below:

1. Fuel filtration as recommended by the engine's manufacturer.

SECTION 3
TECHNICAL SPECIFICATIONS

2. Webb 710 or 712 non-heated fuel/water separator, if available, or a Davco 382 Fuel-Pro or Fleetguard #FS1201."No Substitution"
3. Air filter with dash mounted air restriction indicator.
4. Electronic fly by wire accelerator control.
5. The awarded Bidder shall furnish a frame mounted skid plate to protect the engine and transmission fabricated from 3/16" steel plate. The skid plate design shall provide maximum ground clearance without restricting engine access or cooling and be a bolt on/off type. The skid plate shall provide access to any filtration or drains it restricts access to. All designs and mountings shall be subject to review, approval or change by the County's Fleet Management Division.
6. Puradyn PFT40 oil filter installed in a location mutually agreed.

NOTE 1: All generic filters used for liquids and fluids shall be the spin-on type and all lubricants shall be synthetic where recommended by the component's manufacturer in this application. NO SUBSTITUTION

NOTE 2: Cummins as used in this specification shall be understood to include Paccar branded Cummins manufactured engines.

3.8 TRANSMISSION:

Allison 4500 RDS with TC521 converter and Allison recommended S1 2100 RPM shift calibration, no torque limiting, in six (6) forward speed configuration with an external cooler and Allison push button selector or equal mounted either in the dashboard or another mutually agreed location which shall not interfere with the operator's hands or feet. All transmission mountings shall be in accordance with all transmission and truck manufacturer's recommendations and the lowest point of the transmission and attendant lines shall not be below the lowest point of the rear axle housing and shall be engineered for maximum ground clearance. The transmission oil cooler shall enable dissipation of the proper B.T.U.'s for extended function at maximum torque stop and go conditions.

3.9 FRONT AXLE AND SUSPENSION:

The front axle and suspension shall be rated with a minimum capacity of no less than 18,000/20,000 lbs. as recommended by the truck's manufacturer for this application and weight loading with 10 stud drums and non-aluminum hubs.

3.10 REAR AXLE AND SUSPENSION:

The rear axle and suspension shall be a Hendrickson Haulmaxx rubber rear suspension with shock absorbers and a rated minimum capacity of 46,000 lbs. as recommended by the manufacturer for landfill applications with 10 stud drums and non-aluminum hubs.

1. Power divider – A driver controlled power divider affecting all axles shall be supplied with a dash mounted visual indicator and audible alarm to alert the operator when engaged.

SECTION 3
TECHNICAL SPECIFICATIONS

3.11 WHEELS AND TIRES: NO SUBSTITUTION:

Accuride, Bud or Dayton steel 10 hole 9.0" wide wheels with Goodyear G289WHA or current equivalent model 315/80 R22.5 tires at all positions. Front wheel offsets shall be selected to provide maximum turning cramp angle on the axle used within the wheel width recommendations of the tire manufacturer.

3.12 FUEL TANK (S):

One step type all steel tank or all aluminum tank with a capacity no less than 100 gallons configured and selected to provide maximum ground clearance shall be mounted on the driver's side. The tank design must allow access to replacement of the fuel sender without removing the fuel tank.

3.13 EXHAUST:

Vertical to a height of 12' 10" with a tolerance of + 0"/-2" from ground level with an elbow at the top of the stack and a stainless steel or aluminum protective exhaust guard installed to prevent burns or injury to anyone entering the cab.

3.14 ELECTRICAL:

A twelve (12) volt system with no less than a 140-ampere alternator and 1800 CCA batteries. All copper wiring with each wiring circuit protected by a resettable circuit breaker having easy access. Two power points on a separately fused 30 amp circuit in addition to a J Port which may not be shared with any other electrical or electronic components, and must be located in the cab with convenient access. The J port must have its own circuit breaker.

1. A quick connect battery jumper connection shall be provided at a location near the battery box, which shall be finalized at the pre-construction conference.
2. An appropriately rated and sized battery disconnect switch is to be provided. The switch is to be wired into the outer cab marker lights which are to illuminate when the switch is in the "on" position.
3. The battery box top must be on a tether to prevent loss or theft.

3.15 LINES, FITTINGS & WIRING:

All air, hydraulic, cooling and transmission lines shall be located and secured or clamped/anchored in the chassis. Should the chassis design offered prohibit this, they shall be securely mounted above the centerline of the axles. All pressure side hydraulic hoses that could "spray around" in case of a hose rupture shall be encased in a protective sheath, to prevent such occurrence.

1. As-built schematics for electrical, air and hydraulic systems shall be furnished with the equipment order of each equipment type. All subsequent deliveries of that equipment type under this contract shall be built to match any and all changes, requiring a new set of revised schematics.

SECTION 3
TECHNICAL SPECIFICATIONS

3.16 FLAPS:

The flaps shall be appropriately mounted regulation size anti-sail flaps suitable for use in conjunction with mud flaps mounted front and rear of the rear tandems, plain black flap with no lettering or advertising.

3.17 TOW HOOK:

Both front and rear mounted manufacturer's recommended hook(s) or pin(s) appropriate for moving or towing the vehicle.

3.18 DRIVELINE:

Ratings and capacities as recommended by the manufacturer for the application and capacities intended with a 5.86 final drive ratio for the Cummins engine/transmission power package or a 5.57 ratio "No Substitution".

3.19 BRAKE SYSTEMS:

The brake systems shall be a "S" Cam drum Based system with all wheel ABS meeting Federal Motor Vehicle Safety Standards; Air Brake Systems; Final Rule, 74 Fed Reg. 37122 (July 27, 2009) (amending 49 C.F.R. 571.121 or the most current revision of the rule.

1. Front Axle - 16.5 X 7 brake linings as recommended for the axle selected with appropriately rated and sized brake chambers.
2. Rear Axle – 16.5 X 8.62 brake linings recommended for the axle selected with appropriately rated and sized spring set brake chambers on both rear axles.
3. Bendix "No Substitution" AD-IS or AD-IP air dryer and minimum 15 CFM compressor.
4. A Bendix® Puraguard QC Oil Coalescing filter down stream of the air dryer.
5. Maximum capacity air reservoir(s) equipped with automatic draining capability and pull cord drain valves conveniently located.

3.20 TRUCK A. ROLL-OFF HOIST:

Must have a rated capacity no less than 60,000 pounds equipped as follows:

1. Hoist frame shall be designed and constructed to work with Miami-Dade County containers and withstand 60,000 pound loads. The hoist manufacturer must supply a 5 year warranty on the frame.
2. Hoist frame length shall be 23' 5" overall.
3. The front stop plates shall be fabricated from 1-1/2" steel.
4. There shall be four (4) outside rollers on each side that are 4" O.D. X 4" long.

SECTION 3
TECHNICAL SPECIFICATIONS

5. Rear frame roller shall be standard for the model bid with seals and grease fittings.
6. Container securement must meet or exceed requirements of Federal Standards 49 CFR §393.102 for cargo securement devices and systems and ANSI Z245.1-2008 Section 7.3.4. Methodology may be subject to Miami-Dade County approval at the pre-construction conference.
7. Hydraulic cable drive cylinder or cylinders must be capable of maintaining no less than 60,000 pounds of cable pull force.
8. The hoist cylinders shall be of double configuration.
9. All cylinder shafts shall be chrome plated.
10. A 35 ton breaking strength cable with a 7/8" diameter and a 6 X 25 wire center is required.
11. All rollers and moving parts shall have grease fittings.
12. The vehicle's body shall be supplied with a an appropriately rated and sized Groeneveld auto lube system that services all recommended body grease points by dispensing the recommended rates and amounts of grease at all recommended locations.

3.21 TRUCK B. HOOK ARM LIFT:

A minimum rated capacity of 60,000 pounds designed to accommodate 18' to 22' long 40 cubic yard capacity containers. The unit must be designed and equipped as follows:

1. Required operational cycle times:
 - a. Extended dump in under 60 seconds.
 - b. Retract dump in under 45 seconds.
 - c. Extend or retract jib in under 5 seconds.
2. Positive lock mechanism for dump cycles and a raised dump angle must be able to achieve 50 degrees and has compatibility with existing equipment and conditions.
3. Pickup hook must be replaceable and manufactured from no less than T-1 steel, minimum yield 110,000#.
4. All cylinder ends shall be equipped with hardened steel bushings.
5. All cylinder shafts shall be chrome plated.
6. All rollers and moving parts shall have grease fittings
7. All pivot points shall be equipped with hardened steel bushings and grease fittings.
8. The jib boom shall have polymer replaceable wear pads or an equal approved by the County at the pre-construction conference.

SECTION 3
TECHNICAL SPECIFICATIONS

9. The vehicle shall be supplied with an appropriately rated and sized Groeneveld auto lube system that services all recommended body grease points by dispensing the recommended rates and amounts of grease at all recommended locations.

3.22 HYDRAULIC PUMP:**NO SUBSTITUTION**

1. The pump shall be a Parker P-50.
2. The front pump shall be directly connected to the engines crank shaft without use of a clutch.
3. The pump drive shaft u-joints shall have grease fittings on the end caps and must be in alignment.
4. The pump shall be controlled by engine electronics via dash mounted controls.
5. The pump shall be set to provide maximum safe operating pressure at the lowest possible engine RPM.
6. The pump must be designed to disengage at speeds over 5 MPH in forward or reverse gear. The pump is not to re-engage automatically when the vehicle's speed falls below 5 MPH. The system will need to be manually reset at the dashboard.

3.23 CONTROLS:

1. Lever type (two spool for Hoist Lift, three spool for Hook Arm) must be manually operated outside the cab and air operated inside the cab.
2. The control bank must be mounted on the left side of the chassis near the rear of the cab.
3. The levers shall be of the self centering type which causes the cycle to cease if they are released.
4. The levers shall also be capable of reversing the cycle at the opposite throw.
5. The levers must be clearly and permanently identified as to the operation they control.
6. A throttle control mounted outside adjacent to the hydraulic control bank is required.
7. A micro-switch controlled audible/visible alarm that actuates (to alert the operator) when the rail assembly or hook arm is not in a completely down position is required. Switch # 1BAFI-2RN18-LH manufactured by Micro-Switch is to be used NO SUBSTITUTION, with the mounting location to be established at the pre-construction conference. The transmission must be limited to 1" and reverse gears when the body is in the up position.

SECTION 3
TECHNICAL SPECIFICATIONS

3.24 HYDRAULIC RESERVOIR:

1. Standard configuration shall be .125" thick all steel or .134" thick all aluminum tank with no less than a 50 gallon capacity chassis mounted on the left (driver) side. If available for the return side, include a removable magnetic strainer to remove ferrous material from the returning oil. Include a ball type valve on the suction side of the tank that can be closed to prevent the draining of the entire tank when changing the suction hose to the pump.
2. The filler port shall be a 2 inch opening with a water tight cap.
3. The reservoir must include a sight glass showing both the full and low oil mark levels.
4. All exposed hydraulic pressure hoses must be secured and shielded to prevent spraying around in case of a hose rupture.
5. The hydraulic tank must have an air breather equipped with a spin-on-filter. This shall be mounted at the top of the tank. The venting capacity must be equal to the displacement capacity of the hydraulic system.

3.25 FILTRATION:

A Pall system with a 7 micron full flow through a single cartridge with 50 GPM capability mounted in a manner that provides for convenient servicing.

3.26 RELIEF VALVE:

A Pilot type valve set to its manufacturer's recommended setting shall be provide in the system to prevent damage or rupture to the hydraulic system by any manual attempt to exceed the maximum safe pressure.

3.27 ENGINE OVERSPEED:

The engine overspeed must be performed by engine electronics. This unit is to be pre-set by the hoist or hook manufacturer to work in conjunction with the hydraulic pump and required flows. NO SUBSTITUTION

3.28 NET COVER:

B & B manufactured Cover # ROC 2600 HR or equal hydraulically operated cover mechanism must be included that is:

1. Capable of being operated from in or outside the cab.
2. Elevator type accommodating 20 to 40-yard capacity containers.
3. Is manufactured from 16-ounce nylon coated Neoprene net.

3.29 BACK-UP ALARM:

1. Alarm must be Velvac, Preco or other equal self-adjusting volume type, meeting current SAE loudness standards.

SECTION 3
TECHNICAL SPECIFICATIONS

2. The alarm shall activate when the vehicle transmission selector is placed in the reverse position.
3. The alarm shall be connected to the back-up light circuitry and produce a clear intermittent sound conforming to applicable OSHA and SAE standards.

3.30 PAINT AND RUSTPROOFING:

The entire unit(s) inclusive of whatever body may be requested shall be prepared and painted Two-Tone White and Black as designated in A, B or C below. NO SUBSTITUTION.

All structural elements shall be thoroughly cleaned to remove all grease, oil and foreign matter. Weld splatter, slag, flux and rust or corrosion shall be completely removed by chipping, wire-brushing, shot blasting or sand-blasting prior to priming and painting.

PRIMER - Only the highest quality rust inhibiting primer specified for use with the designated finish coat shall be used.

FINISH COAT - Shall be smooth, hard and free from imperfections. The unit(s) shall be finished in White with the wheels in black powder coat, running boards, bumpers, hoist and frame assembly, finished in black. No outside metal surface void of paint shall be accepted.

- A. P.P.G. Durethane 750/1000 Basecoat Clear coat process shall be accepted for use on this vehicle.
- B. The Imron 6000 Basecoat Clear coat process or Imron Elite paint process shall be accepted for use on this vehicle.
- C. Other primer and finish coat applications of equally high quality that may be approved by the County. Requests for approval shall be tendered pursuant to Section 2.20.2.
- D. The unit(s) shall be guaranteed against peeling cracking or oxidation for a period of three (3) years from date of acceptance.
- E. The units shall have an application of rust and corrosion protection. The warranty shall protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, shall be drilled, treated and plugged as required. The Bidder shall provide any periodic services required to maintain warranty coverage.

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

OPENING: 2:00 P.M.

, 2012



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 Date Issued: This Bid Submittal Consists of
Lourdes Pages through
Betancourt

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:
Tilt Frame Roll Off Trucks

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

A Performance Bond in the amount of **N/A** of the total amount of the bid will be required upon execution of the contract by the successful Bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 070-51	
Procurement Contracting Officer Lourdes Betancourt	

FIRM NAME _____

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

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

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

TRUCK A:

Description	Estimated Quantity	Price Per Truck
TRUCK A. ROLL-OFF HOIST Purchase of Model Year 2013 Delivery: _____ days after receipt of order (ARO). (not to exceed 270 days)	12	\$ _____

	CHECKLIST	Attached
1.	Attach truck manufacturer, fabricator, or approved dealer documentation per Section 2 Paragraph 2.6.1.	()
2.	Local Service Facility in Miami-Dade or Broward County as per 2.6.2.	()
3.	Name and address of the Local Service Facility	
4.	Attach license in accordance with Chapter 320 of the Florida Statutes, SS320.27 (2.6.3).	()
5.	Attach Dimensional Drawing Chart showing the dimensions of the projected build as well as weight charts showing the weight distribution of the vehicle both loaded and unloaded and wall to wall and curb to curb turning circle charts for the truck proposed using a standard manufacturer's front bumper shall be submitted with the bid.	()
6.	Is skid plate available directly from truck manufacturer? Circle one: Yes () No ()	
7.	If skid plate is not available directly from the truck's manufacturer, the Bidder shall provide details and drawings of the proposed local installation with this bid. (See Section 3.5).	()

TRUCK B:

Description	Estimated Quantity	Price Per Truck
TRUCK B. HOOK ARM LIFT Purchase of Model Year 2013 Delivery: _____ days after receipt of order (ARO). (not to exceed 270 days)	12	\$ _____

	CHECKLIST	Attached
1.	Attach truck manufacturer, fabricator, or approved dealer documentation per Section 2 Paragraph 2.6.1.	()
2.	Local Service Facility in Miami-Dade or Broward County as per 2.6.2.	()
3.	Name and address of the Local Service Facility	
4.	Attach license in accordance with Chapter 320 of the Florida Statutes, SS320.27 (2.6.3).	()
5.	Attach Dimensional Drawing Chart showing the dimensions of the projected build as well as weight charts showing the weight distribution of the vehicle both loaded and unloaded and wall to wall and curb to curb turning circle charts for the truck proposed using a standard manufacturer's front bumper shall be submitted with the bid.	()
6.	Is skid plate available directly from truck manufacturer? Circle one: Yes () No ()	
7.	If skid plate is not available directly from the truck's manufacturer, the Bidder shall provide details and drawings of the proposed local installation with this bid. (See Section 3.5).	()

SECTION 4
BID SUBMITTAL FOR:
Tilt Frame Roll Off Trucks

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____



Bid Title: Tilt Frame Roll Off Trucks

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 vendor registration. Failure to register as a vendor 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) shall render the vendor ineligible for Local Preference.

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 2.21 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

