

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

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

Contract  
 Re-Bid     Other    LIVING WAGE APPLIES:  YES     NO

Requisition No./Project No.: RQSP1300003    TERM OF CONTRACT 5 YEAR(S) WITH 2 3 YEAR OTRs

Requisition /Project Title: Under Vehicle Surveillance Systems

Description: The purpose of this solicitation is to establish a contract for the Port of Miami for Under Vehicle Surveillance Systems. The selected vendor will be responsible for providing the County with a complete turn-key system at six (6) separate gated locations throughout POM

Issuing Department: Seaport    Contact Person: Kimberly Craig    Phone: 305-375-1443

Estimate Cost: \$160,000 for initial term    Funding Source:  GENERAL     FEDERAL - Grant     OTHER

**ANALYSIS**

<b>Commodity Codes:</b>	<u>680-87</u>	<u>990-80</u>		
Contract/Project History of previous purchases three (3) years				
Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>	
<b>Contractor:</b>				
<b>Small Business Enterprise:</b>				
<b>Contract Value:</b>	\$	\$	\$	
<b>Comments:</b>				

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:  
Federal Grant does not allow for preferences.

Signed: Kimberly Craig    Date sent to SBD: 11/19/12  
 Date returned to ISD Procurement: \_\_\_\_\_



**BID NO.: RQSP1300003**

**OPENING: 2:00 P.M.**  
Wednesday  
, 2012

**MIAMI-DADE COUNTY, FLORIDA**  
**I N V I T A T I O N**  
**T O B I D**

**TITLE:**

**UNDER VEHICLE SURVEILLANCE SYSTEMS**

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

<b>BID DEPOSIT AND PERFORMANCE BOND: .....</b>	<b>NOT APPLICABLE</b>
<b>CATALOGUE AND LISTS:.....</b>	<b>NOT APPLICABLE</b>
<b>CERTIFICATE OF COMPETENCY: .....</b>	<b>NOT APPLICABLE</b>
<b>EQUIPMENT LIST: .....</b>	<b>NOT APPLICABLE</b>
<b>EXPEDITED PURCHASING PROGRAM (EPP): .....</b>	<b>NOT APPLICABLE</b>
<b>INDEMNIFICATION/INSURANCE: .....</b>	<b>SECTION 2.11</b>
<b>PRE-BID CONFERENCE/WALK-THRU: .....</b>	<b>SECTION 2.3 AND 2.8</b>
<b>SMALL BUSINESS ENTERPRISE MEASURE: .....</b>	<b>NOT APPLICABLE</b>
<b>SAMPLES/INFORMATION SHEETS:.....</b>	<b>SECTION 2.32</b>
<b>MDPHA SECTION 3: .....</b>	<b>NOT APPLICABLE</b>
<b>SITE VISIT/AFFIDAVIT:.....</b>	<b>SECTION 2.3 AND 2.8</b>
<b>USER ACCESS PROGRAM:.....</b>	<b>NOT APPLICABLE</b>
<b>WRITTEN WARRANTY: .....</b>	<b>SECTION 2.19</b>
<b>LIVING WAGE:.....</b>	<b>NOT APPLICABLE</b>

**FOR INFORMATION CONTACT:**

**KIMBERLY CRAIG, 305-375-1443, [kcraig@miamidadade.gov](mailto:kcraig@miamidadade.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **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: RQSP1300003

Bid Title: UNDER VEHICLE SURVEILLANCE SYSTEMS

Procurement Officer: KIMBERLY CRAIG

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. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [Miami-Dade County - Procurement Management - Vendor Services](http://Miami-Dade County - Procurement Management - Vendor Services).

**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, 19<sup>th</sup> 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](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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 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(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
  8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the County Code)
  9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the County Code)
  10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article 8, Section 11A-60 11A-67 of the County Code)
  11. **Subcontracting Practices** (Ordinance 97-35)
  12. **Subcontractor /Supplier Listing** (Ordinance 97-104)
  13. **Environmentally Acceptable Packaging** Resolution (R-738-92)
  14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
  15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/vendor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
  16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
  17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
  18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. PUBLIC ENTITY CRIMES**  
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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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

**D. Request for Additional Information**

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

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid 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/Implementing 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 requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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 implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful 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. 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.

B. Additionally, a Locally-Headquartered Business shall mean a Local Business as defined above which has a "principal place of business" in Miami-Dade County. "Principal place of business" means *the nerve center or the center of overall direction, control, and coordination of activities of the bidder*. If the bidder has only one business location, such business location shall be its principal place of business.

C. If the Low Bidder is a not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally-Headquartered Businesses submitting a price within fifteen

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

- D. If the Low Bidder is a Local Business which is not a Locally-Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
- E. At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2013, 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 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. SUBCONTRACTORS – RACE, GENDER AND ETHNIC MAKEUP OF OWNERS AND EMPLOYEES**

Pursuant to Sections 2-8.1, 2-8.8 and 10.34 of the County Code (as amended by Ordinance No. 11-90), for all contracts which involve the expenditure of one hundred thousand dollars (\$100,000) or more, the entity contracting with the County must report to the County the race, gender, and ethnic origin of the owners and employees of its first tier subcontractors (refer to the Subcontractor/Supplier Listing Sub 100 form). In the event that the successful Bidder demonstrates to the County prior to award that this information is not reasonably available at that time, the successful Bidder shall be obligated by contract to exercise diligent efforts to obtain that information and to provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract. As a condition of final payment under a contract, the successful Bidder shall identify subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor (refer to the Subcontractor Payment Report Sub 200 form at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>).

**1.17. 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.

**1.18. DELIVERY**

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

**1.19. 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.

**1.20. 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.

**1.21. 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.

**1.22. 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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

order or award sheet, as appropriate.

**1.23. 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."

**1.24. 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/implementing 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.

**1.25. 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.

**1.26. 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. 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.

**1.27. 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.

**1.28. 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.

**1.29. 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.

**1.30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

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

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

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

**1.31. 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

**1.32. 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.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

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 foreseeablely will be heard or reviewed by the County Commission or a County board or committee.

**1.33. 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.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the Port of Miami (POM) for Under Vehicle Surveillance Systems (Systems). The selected vendor will be responsible for providing the County with a complete, turn-key system including hardware, software, installation, configuration, implementation, testing, training, licenses, and maintenance and support services at six (6) separate gated locations throughout POM.

**2.2 SMALL BUSINESS CONTRACT MEASURES: NOT APPLICABLE****2.3 PRE BID CONFERENCE / SITE VISIT (HIGHLY RECOMMENDED)**

A pre-bid conference will be held on xxxday, xxxx x, 2013 from 10:00 am to 1:00 pm at:  
**Miami-Dade Port of Miami**  
**1015 N America Way 2nd Floor**  
**POM Engineering Conference Room**  
**Miami, FL 33132**

The pre-bid conference will discuss the special conditions and specifications included within this solicitation.

Due to security clearance requirements, vendors intending to participate in the pre-bid conference and site walk-through must submit the following information 72 hours prior to the above date. The following information is needed for the one day pass:

**Full Name**  
**Date of Birth**  
**Driver's License Number**

All information is to be submitted to Kimberly Craig at [kcraig@miamidade.gov](mailto:kcraig@miamidade.gov) with a copy to the clerk of the board at [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).

It is highly recommended and strongly encouraged that a representative of the vendor's firm attend this conference and site visit as the "cone of silence" will be lifted and informal communication can take place during this time. You may contact POM at [xxx@miamidade.gov](mailto:xxx@miamidade.gov) for directions to the conference and site visit.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods.

**2.5 OPTION TO RENEW: TWO (2) ADDITIONAL THREE (3) YEAR PERIODS**

The initial contract prices resulting from this solicitation shall prevail for a five (5) year period

**SECTION 2**  
**SPECIAL CONDITIONS**

from this contract's initial effective date. Prior to or upon completion of that initial term, the County shall have the option to renew this contract for two (2) additional three (3) year periods for maintenance and support services. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to negotiate lower pricing for the additional term based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term based on the downward movement of the applicable index.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

**2.6 METHOD OF AWARD: TO A SINGLE LOWEST PRICED VENDOR IN THE AGGREGATE**

Award of this contract will be made to the responsive, responsible vendor who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single vendor.

**2.7 PRICES**

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

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Prior to submitting an offer, it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. A site visit will be conducted as part of the Pre-Bid Conference as noted in Section 2.3.

**2.9 EQUAL PRODUCT – INTENTIONALLY OMITTED**

**2.10 LIQUIDATED DAMAGES – INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs,

**SECTION 2**  
**SPECIAL CONDITIONS**

judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

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

or

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

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

**NOTE CERTIFICATE HOLDER MUST READ:      MIAMI-DADE COUNTY**  
**111 NW 1<sup>ST</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**

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

**SECTION 2**  
**SPECIAL CONDITIONS**

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

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

**2.12 BID GUARANTY – INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND – INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS – INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT**

The vendor shall submit an invoice to the County user department that requested the item(s) through a purchase order. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. In addition to the general invoice requirements stated below, the invoice shall reference (or include a copy of) the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted.

**All invoices shall contain the following basic information:**

- I. Vendor Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and Vendor
  - Date of invoice
  - Invoice number
  - Vendor's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
  - Unit price of the goods, services or property provided

**SECTION 2**  
**SPECIAL CONDITIONS**

- Extended total price of the goods, services or property
- Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property

**Failure to Comply:**

Failure to submit invoices in the prescribed manner will delay payment.

**2.16 SHIPPING TERMS**

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

**2.17 DELIVERY REQUIREMENTS: DELIVERY AND ACCEPTANCE OF THE NEW SYSTEMS BY THE COUNTY**

- a) The vendor shall deliver all ordered Software, Hardware, and Deliverables of the Systems no later than ten (10) days from the order date. If the vendor fails to make delivery within the time specified, or if the Systems delivered fail to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Systems in their entirety or any portion thereof. The County shall notify the vendor of such rejection in writing and specify in such notice the reasons for rejection. The vendor agrees to deliver the replacements item(s) within five (5) Days of vendor's receipt of the County's rejection notice.
- b) The vendor shall bear the risk of loss or damage to delivered Software, Hardware and Deliverables of the Systems until the time the Project Manager certifies that the Under Vehicle Surveillance Systems have successfully completed the System Acceptance test at the applicable sites, whether such loss or damage arises from acts or omissions (whether negligent or not) of the vendor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- c) Vendor agrees to install the Systems at the applicable sites set forth in the Contract. Vendor agrees to commence installation as soon after delivery as possible, but in no event later than five (5) days after delivery, or unless a different time for installation is otherwise mutually agreed upon by the parties hereto.
  1. Vendor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner. Vendor shall provide all materials necessary for proper installation of the Under Vehicle Surveillance Systems. Vendor agrees that all installation work will be performed neatly and at all times vendor shall keep the site free from waste materials and rubbish resulting from the services being performed by vendor.
  2. Unless otherwise agreed to by the County, the vendor agrees as part of the installation process to perform installation services including, but not limited to, the following:
    - (a) Receipt and inventorying of materials

**SECTION 2**  
**SPECIAL CONDITIONS**

- (b) Unloading and uncrating of all Software, Hardware or Deliverables
  - (c) Running of cables
  - (d) Software and hardware installation and testing
  - (e) Fastening the inspection ramps to the ground to withstand high winds and adverse weather conditions
  - (f) Any additional services necessary to ensure vendor's compliance.
- d) Installation testing shall demonstrate the complete operability of all Under Vehicle Surveillance Systems in conformance with the requirements of the Contract. This will include an actual demonstration of all product features. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, vendor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

**2.18 BACK ORDER ALLOWANCE**

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall ensure that such back orders are filled within five (5) calendar days from the initial scheduled delivery date for the item. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, verbally cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.19 WARRANTY REQUIREMENTS**

**a) SYSTEM WARRANTIES OF THE NEW UNDER VEHICLE SURVEILLANCE SYSTEMS**

- 1. Based on the vendor's analysis of the Contract Documents, the vendor hereby represents and warrants to the County that the Under Vehicle Surveillance Systems, as described in the Section 3, Technical Specifications, will meet the County's objectives as set forth in the Contract and that the vendor is not aware of any material discrepancies among the County's objectives as set forth in the Section 3, Technical Specifications.
- 2. Vendor hereby warrants to the County that the items to be furnished hereunder shall, for a period of one (1) year from the applicable Systems Acceptance Date, operate as fully integrated Under Vehicle Surveillance Systems with each component thereof functioning completely and in conjunction with each of the other components of the System.
- 3. For a period of one (1) year from the applicable Systems Acceptance Date, vendor warrants that the portions of the Under Vehicle Surveillance Systems which were the subject of such Systems Acceptance Testing shall conform to the requirements of the Section 3, Technical Specifications and shall meet the functional, performance and reliability requirements of the County as set forth in the applicable portions of the Section 3, Technical Specifications and the vendor's proposal. During such one (1) year period, vendor will, at no charge to the County, furnish such materials and services as shall be necessary to correct any defects and maintain the Systems in satisfactory working order.

**b) THIRD PARTY WARRANTIES OF THE NEW SYSTEMS**

In addition to the foregoing warranties, the vendor hereby assigns to the County, and the County shall have the benefit of, any and all subcontractors' and suppliers' warranties and

**SECTION 2**  
**SPECIAL CONDITIONS**

representations with respect to the Systems provided hereunder. In the vendor's agreements with subcontractors and suppliers, the vendor shall require that such parties (i) consent to the assignment of such warranties and representations to the County; (ii) agree that such warranties and representations are enforceable by the County in its own name; and (iii) furnish to the County, the warranties and obligations as set forth.

**2.20 CONTACT PERSON**

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Kimberly Craig, Procurement Contracting Officer, via email at [kcraig@miamidade.gov](mailto:kcraig@miamidade.gov) with a copy to the Clerk of the Board at [clerkBCC@miamidade.gov](mailto:clerkBCC@miamidade.gov). Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

**2.21 COUNTY USER ACCESS PROGRAM (UAP) FEE – INTENTIONALLY OMITTED**

**2.22 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE – INTENTIONALLY OMITTED**

**2.23 CLARIFICATIONS**

Before award, the County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all vendors deemed eligible for Contract award. Failure to provide requested information in a timely manner may result in the rejection of the response.

**2.24 CONTRACT AWARD NOTICE**

Contract awards will be communicated to successful vendor by means of a County contract Award Sheet and Blanket Purchase Order.

**2.25 CONTRACTUAL PERSONNEL**

All vendor's personnel shall be considered to be, at all times, employees of the vendor. The County may require the vendor to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The vendor alone shall be responsible for their employees' compensation and benefits of any kind, including but not limited to federal, state and local withholding taxes, FICA, MICA, and any and all other applicable taxes. The County reserves the right to approve or disapprove any changes in vendor's personnel during performance under this Contract.

Vendor's personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

**2.26 SUBCONTRACTING**

In the event that the vendor will subcontract all or part of the work to another party, the vendor is required to verify the competency and compliance with requirements, specifically, that no financial gain is incurred in any way from information technology product and service companies on the part of the subcontractor. Therefore, the County reserves the right, before

**SECTION 2**  
**SPECIAL CONDITIONS**

awarding this contract or any projects under this contract, to require vendor to submit such evidence of subcontractor(s), as it may deem necessary.

**2.27 SUPPORT AND MAINTENANCE SERVICES**

Vendor shall provide the County with on-site and telephone/email support and maintenance services. Telephone support must be available twenty four (24) hours a day, seven (7) days a week, with calls returned within one (1) hour from the time of notification including weekends and holidays. Response time for the vendor's on-call technician to be on-site must be within four (4) hours of notification by POM, Monday through Friday from 8:00 AM to 5:00 PM.

**2.28 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

Although this solicitation and resultant contract states a specific number of Under Vehicle Surveillance Systems will be purchased, it is understood and agreed that the County may require additional Software, Hardware, and Deliverables, including system accessories and add-ons and additional maintenance and support services. Under these circumstances, a County representative will contact the awarded vendor to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded vendor or to acquire the items through a separate solicitation.

**2.29 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful vendor at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**2.30 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION**

After receipt of offers by the County, the vendor may be required to demonstrate their specifically offered equipment to relevant County personnel at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.31 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE**

The equipment being offered by the vendor shall be the most recent model available. Any additional components which are required in accordance with the contract specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable OSHA, State, and Federal safety requirements. All components (whether primary or ancillary) of the delivered equipment are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship associated with effort performed hereunder shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

**2.32 INFORMATION SHEETS SHOULD BE SUBMITTED FOR EACH ITEM OFFERED**

The offer should be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) for each item offered by the vendor. Failure to meet this requirement may result in rejection of the offer. The County's decision as to quality of the product based on submission of the information sheets shall be final.

**2.33 FURNISH AND INSTALL REQUIREMENTS**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the vendor from furnishing, installing or performing such work where required to the satisfactory completion of the project.

**2.34 TRAINING COURSES TO BE PROVIDED**

The successful bidder shall provide an intensive training program at the Port of Miami to relevant County employees regarding the use of the commodities, equipment or services supplied by the awarded vendor in conjunction with this bid solicitation. The vendor shall bear all costs associated with this training including, but not limited to: registration fees; manuals, texts, or other instructional materials; and transportation and lodging expenses if required.

**2.35 TRAINING MANUALS TO BE PROVIDED**

The awarded vendor shall supply the County with a minimum of ~~six~~ (6) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to or upon delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

**2.36 WORK ACCEPTANCE**

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**3.1 OBJECTIVE**

The objective of this solicitation is to purchase Under Vehicle Surveillance Systems (Systems) for the Port of Miami (POM). The selected vendor will be responsible for providing the County with a complete, turn-key system including hardware, software, installation, configuration, implementation, testing, training, licenses, and maintenance and support services at six (6) separate gated locations throughout POM.

**3.2 BACKGROUND**

The Port of Miami (POM) currently detects under vehicle threats at each of its six (6) vehicle gates using a manual process. Security officers pass mirrors under vehicles and rely on visual inspections of undercarriages to detect threats. Automated Under Vehicle Surveillance Systems are required at the six (6) gates to provide enhanced detection capabilities, reduce risk for security personnel, improve scanning accuracy, and expedite the screening process.

**3.3 MINIMUM REQUIREMENTS OF THE UNDER VEHICLE SURVEILLANCE SYSTEMS**

The specifications below are the minimum requirements for the required Under Vehicle Surveillance Systems (Systems) at the Port of Miami (POM). The Systems must satisfy all minimum technical requirements as identified below:

**a) General Capabilities**

1. The Systems must be turn-key and must provide all the necessary components to deliver full functionality at each of the six (6) gated locations. Necessary components of each System include but are not limited to the following: monitor, keyboard, control unit, cables, connectors, camera housings, lighting, cameras, application, system and database software, and all applicable licenses.
2. The Systems must be expandable to allow for possible integration with the POM network at a future time as determined.
3. The Systems must be expandable to allow for the ability to save template information onto one (1) centralized server for all six (6) gate locations at a future time as determined.

**b) Under Vehicle Surveillance System Software**

1. The software must provide built-in security features using password entry for log-in and for information and retrieval purposes.
2. The software must provide vehicle recognition via license plate recognition (LPR) or radio frequency identification (RFID) tagging from the front and back of the vehicle (cars and trucks).
3. The software must provide for the ability to scan and capture high resolution color images of the complete vehicle undercarriage in real-time.
4. The software must adapt itself to screen the undercarriages of vehicles of varied lengths and widths (from small cars to long trucks with trailers).
5. The software must provide for the ability to compensate for speed when scanning images to prevent distortion and stretching.
6. The software must ensure a clear view of the undercarriage of vehicles in varied lighting and in adverse weather conditions such as heavy rain, high humidity, bright sunlight, high salinity, and high winds.

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

7. The software must adjust for day/night operation.
8. The software must provide for adjustable viewing speed, pause, playback and image zooming capability.
9. The software should contain a bi-directional, detailed, researchable database with a capacity of 25,000 vehicles.
10. Vehicle Images must be able to be retrieved and displayed from within the application.
11. The software must provide built-in search features that allow quick and easy access to the database.
12. The software must allow visual comparison of the current image to historical images.
13. The software must provide the ability to present both the scanned and stored images on the computer display.
14. The software must provide print on-demand capability (for printing the undercarriage image).
15. The software must have the capability to generate reports based on the license plate requested as well as a time date stamp of vehicles that enter the facility. This information must be able to be exported onto a flash drive or printed directly from the PC control unit.
16. The software must provide a daily database backup process.
17. The software must provide a database restore process.

**c) Under Vehicle Surveillance System Control Units**

1. The System Control Units must each be equipped with a 19 inch LCD monitor and a keyboard and/or touchpad.
2. The System Control Units must each be equipped with a 250 GB or greater hard drive in a rack mountable desktop computer.
3. One (1) System Control Unit, pre-loaded with Under Vehicle Surveillance System Software must be installed at each of the six (6) gated locations and fully integrated with one (1) corresponding System Ramp Assembly.

**d) Under Vehicle Surveillance System Ramps, Cameras and Cables**

1. The Ramps must be portable and be able to be relocated if needed.
2. The Vendor must securely fasten the Ramps to the ground to withstand high winds and adverse weather conditions. (Port of Miami personnel will unfasten for relocation if needed.)
3. The Ramps must be able to withstand 50,000 lbs. of weight per axle.
4. The Systems must provide for a means to minimize the accumulation of water and moisture on the Ramps / Cameras in order to maximize picture quality and System effectiveness.
5. The Systems must feature rugged yet high resolution, fixed color Cameras for use in inspecting the vehicles.
6. The Cameras must be mounted into the Ramp Assembly and must be pointed directly at the areas of the vehicle to be inspected.
7. The Cameras must be able to capture images for high and low vehicles, trucks and cars.
8. The Cameras must automatically adjust to lighting conditions to provide the best possible inspection image.
9. There must be no use of a mirror or reflective system in the device to minimize distortion due to weather conditions.

**3.4 ON-SITE INSTALLATION, INTEGRATION, CONFIGURATION AND TESTING**

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

The Vendor shall be required to install, integrate, configure, and test the new Under Vehicle Surveillance Systems at six (6) gates located at the Port of Miami (POM). The Systems installation, integration, configuration, and testing shall be completed within fifteen (15) calendar days after all deliverables are received or upon mutual agreement by the vendor and the Port of Miami.

**3.5 MINIMUM INVENTORY**

The Vendor must keep a field repair kit on-site to enable Port of Miami (POM) First Responders to complete emergency equipment replacement when necessary. A field repair kit will consist of two (2) camera sets and mounts and one (1) camera cable junction.

**3.6 PRODUCT DEMONSTRATION AND TRAINING**

The selected vendor is required to provide one day of on-site training for the End-User, Administrators and First Responders (Hardware Support Technicians). Training should include but not be limited to how to operate all hardware and software components, how to connect and disconnect the portable devices in times of extreme weather, how to conduct diagnostics and troubleshoot hardware and software issues, how to clean, service and maintain all installed equipment, how to perform emergency equipment replacement, and how to properly maintain all hardware and software components.

The selected vendor shall also supply the County with a minimum of ~~six (6)~~ comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to or upon delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

**3.7 ONGOING LICENSES, MAINTENANCE AND SUPPORT SERVICES**

The selected vendor shall provide ongoing licenses, maintenance and support services for the Systems beyond the initial one year warranty period. Bidders are required to provide the pricing for licenses, maintenance and support services in their bid response for the initial term and any optional years to renew. Annual licenses, maintenance and support services shall be billed annually.

The proposed licenses, maintenance and support services shall include, but not be limited to, the following:

- a. Hardware maintenance and support
- b. Application, system, and database support
- c. Application, system and database licenses
- d. Corrections of any substantial defects
- e. Fixes of any minor bugs
- f. Software upgrades and/or patches
- g. Unlimited e-mail and/or telephone support

**SECTION 4  
BID SUBMITTAL FORM**

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

**OPENING: 2:00 P.M.  
Wednesday  
, 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: **Kimberly Craig**      ISD/PM      Date Issued:      This Bid Submittal Consists of Pages **13** through **18** and Appendix Pages **1** through **3**

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:  
Under Vehicle Surveillance Systems**

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.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>680-87; 990-80</b>	
Procurement Contracting Officer	<b>Kimberly Craig</b>

FIRM NAME \_\_\_\_\_

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

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

**SECTION 4  
 BID SUBMITTAL FOR: Under Vehicle Surveillance Systems**

**FIRM NAME:** \_\_\_\_\_

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**PROJECT REFERENCES**

*Please provide two (2) references and submit any documentation that would support your company's experience in installing and maintaining Under Vehicle Surveillance Systems at the Port of Miami. Failure to provide this information may render your bid non-responsive.*

REFERENCE #1			
Company Name:			
Address:			
Contact Name:			
Telephone:		Years doing business with your firm:	
Project Description(s):			

REFERENCE #2			
Company Name:			
Address:			
Contact Name:			
Telephone:		Years doing business with your firm:	
Project Description(s):			

**SECTION 4  
 BID SUBMITTAL FOR: Under Vehicle Surveillance Systems**

**FIRM NAME:** \_\_\_\_\_

**PRODUCT INFORMATION SHEETS**

*As per Section 2.32, please provide two (2) complete sets of factory information sheets (specifications, brochures, etc.) for the Under Vehicle Surveillance Systems being proposed. Failure to meet this requirement may render your bid non-responsive.*

Two (2) complete sets of factory information sheets are included with this bid submittal.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**PRICING**

*Please complete the Pricing Table below. Pricing must be for portable, turn-key, Under Vehicle Surveillance Systems inclusive of hardware, software, installation, configuration, implementation, testing, training, licenses and maintenance and support services required for full functionality in accordance with Section 3, "Technical Specifications". Shipping is F.O.B. Destination as per Section 2.16. Failure to offer pricing for all line items below will render your bid non-responsive.*

*Attendance at the Pre-Bid Conference / Site Visit as per Section 2.3 is strongly encouraged to discuss the special conditions and specifications included within this solicitation.*

Items Required	QTY Required	Unit Cost
Portable Under Vehicle Surveillance System inclusive of all required hardware and software (Section 3.3 a – 3.3 d)	6	\$
On-site installation, integration, configuration and testing (Section 3.4)	6	\$
Field Repair Kit (Section 3.5)	1	\$
One Day of Product Demonstration and Training (Section 3.6)	1	\$
Training Manual (Section 3.6)	6	\$
Initial Term: First Year License, Maintenance and Support Services (Section 3.7)	Year 1	No Cost
Initial Term: Four Years License, Maintenance and Support Services beyond the initial one (1) year warranty period (Section 3.7)	Years 2-5	\$
First Option to Renew: Three Years License, Maintenance and Support Services (Section 3.7)	Years 6-8	\$
Second Option to Renew: Three Years License, Maintenance and Support Services (Section 3.7)	Years 9-11	\$

SECTION 4  
BID SUBMITTAL FOR:  
Under Vehicle Surveillance Systems

ACKNOWLEDGEMENT OF ADDENDA

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**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 \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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FIRM NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE OF OFFICER: \_\_\_\_\_



**Bid Title:** Under Vehicle Surveillance Systems

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.



Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_/ - \_/ / / / / / \_

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

Signature: \_\_\_\_\_ (Signature of authorized agent)  
*\*\*\*By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.\*\*\**

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



# **APPENDIX**

## **AFFIDAVITS FORMAL BIDS**



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

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

**Federal Employer**

Contract No. : \_\_\_\_\_ Identification Number (FEIN): \_\_\_\_\_

Contract Title: \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

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

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

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

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

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

Type of identification produced \_\_\_\_\_

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







Department of Homeland Security, FEMA  
Grant Programs Directorate

August 16, 2010

Washington, D.C. 20531

Dr. Frances M. Bohnsack Ph.D  
Miami River Marine Group  
3033 NW North River Drive  
Miami, FL 33142

Dear Dr. Bohnsack:

I am pleased to inform you that the Grant Programs Directorate has approved the application for funding under the FY 2010 Port Security Grant Program in the amount of \$1,728,359 for Miami River Marine Group. The FY 2010 Port Security Grant Program is an important component of a coordinated, national effort to strengthen the America's critical infrastructure.

Enclosed you will find the Grant Award and Special Conditions financial requirements, including the timely submission of audit findings, and the maintenance of a minimum level of performance. Failure to comply with these requirements will be in violation of the terms of this award and may result in action as appropriate.

In all administrative and resolution of all interim requirements, you must comply with all other administrative

If you have questions regarding:

- Program Questions, 1
  - Financial and Payment
- send an email to ask-GA

Congratulations, and we look forward to working with you.

Sincerely,

Elizabeth M. Harman  
Assistant Administrator Grant Programs

Enclosures

*Do printout for input from FEMA from Kimberly Gray*



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER  
2010-PU-To-K009

PAGE 1 OF 1

This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-883)

1. STAFF CONTACT (Name & telephone number)

Mej Vanterpool  
(202) 786-9851

2. PROJECT DIRECTOR (Name, address & telephone number)

Frances M. Bohnsack  
Executive Director  
3033 NW North River Drive  
Miami, FL 33142  
(305) 637-7977

3a. TITLE OF THE PROGRAM

FY 2010 Port Security Grant Program

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

FY 2010 Port Security Grant Program

5. NAME & ADDRESS OF GRANTEE

Miami River Marine Group  
3033 NW North River Drive  
Miami, FL 33142

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 06/01/2010 TO: 05/31/2013

8. BUDGET PERIOD

FROM: 06/01/2010 TO: 05/31/2013

9. AMOUNT OF AWARD

\$ 1,728,359

10. DATE OF AWARD

08/16/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

Through this accord, the Miami River Marine Group will use grant funding in the amount of \$1,728,359 from the Fiscal Year 2010 Port Security Grant Program (PSGP) for security investments. Projects will be determined by the cooperative agreement process. These funds will enhance the ability of the nation's port infrastructure to prevent, protect, respond to, and recover from threats or acts of terrorism.

Project 1 consists of the implementation of projects supporting the approved Port Wide Risk Management/Mitigation Plan with a federal award amount of \$1,728,359.

*[Handwritten signature]*



Department of Homeland Security FEMA  
Grant Programs Directorate

**Cooperative Agreement**

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Miami River Marine Group 3033 NW North River Drive Miami, FL 33142		4. AWARD NUMBER: 2010-PU-T0-K009	
		5. PROJECT PERIOD: FROM 06/01/2010 TO 05/31/2013 BUDGET PERIOD: FROM 06/01/2010 TO 05/31/2013	
		6. AWARD DATE: 08/16/2010	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 650204995		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE FY 2010 Port Security Grant Program		10. AMOUNT OF THIS AWARD	\$ 1,728,359
		11. TOTAL AWARD	\$ 1,728,359

12. SPECIAL CONDITIONS  
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT  
This project is supported under Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083)

15. METHOD OF PAYMENT  
PARS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING DHS OFFICIAL  Elizabeth M. Harman Assistant Administrator Grant Programs Directorate	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL  Frances M. Bohnsack Executive Director & Fiduciary Agent

17. SIGNATURE OF APPROVING DHS OFFICIAL <i>Elizabeth M. Harman</i>	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Frances M. Bohnsack</i>	19A. DATE 3/17/10
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AGENCY USE ONLY	
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT  0 T PU 10 00 00 1728359	21. PU10V40088

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 2 OF 5

PROJECT NUMBER 2010-PU-T0-K009

AWARD DATE 08/16/2010

*SPECIAL CONDITIONS*

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
  - A. Administrative Requirements
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles
    1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
  - C. Audit Requirements
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Port Security Grant Program guidance and application kit.
4. Program authority and responsibility under this cooperative agreement resides with FEMA. FEMA will work with the recipient to review and refine work plans to ensure program goals and objectives can be effectively accomplished.

The recipient shall not develop or engage in the development of tasks not approved in recipient's application without post-award approval from the program office, and the issuance of a Grant Amendment from FEMA. FEMA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award that are associated with activities involving ground disturbance, construction, modification of structures, and purchase and use of sonar equipment until all applicable environmental and historic preservation documentation is provided to GPD for review and approval and an official notice has been issued by GPD in removing this special condition.

*AMB*



Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 3 OF 5

PROJECT NUMBER 2010-PJ-TD-K009

AWARD DATE 08/16/2010

*SPECIAL CONDITIONS*

7. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
8. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
9. A. Provisions applicable to a recipient that is a private entity.
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b. Procure a commercial sex act during the period of time that the award is in effect; or
    - c. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
    - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
    - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.

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Department of Homeland Security  
 FEMA  
 Grant Programs Directorate

**AWARD CONTINUATION  
 SHEET**  
**Cooperative Agreement**

PAGE 4 OF 5

PROJECT NUMBER 2010-PU-T0-K009 AWARD DATE 08/16/2010

*SPECIAL CONDITIONS*

10. B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
  - a. Associated with performance under this award; or
  - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. "Employee" means either:

- a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity" means:

- a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
- b. Includes:

- i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
- ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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Department of Homeland Security  
FEMA  
Grant Programs Directorate

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 5 OF 5

PROJECT NUMBER 2010-PU-T0-K009

AWARD DATE 08/16/2010

*SPECIAL CONDITIONS*

11. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
- F. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528



Department of Homeland Security, FEMA

Grant Programs Directorate

Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Adria Martinez, GPD NEPA Liaison  
**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for Miami River Marine Group

The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988-Floodplain Management, EO 11990-Protection of Wetlands, and EO 12898-Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

AMB



Department of Homeland Security

# Memorandum

Subject: **FINAL Review on**  
Application #: 2010-V0088-FL-PU  
**Grantee Name: Miami River Marine Group**  
**Program Name: FY 2010 PSGP**  
Award #: 2010-PU-T0-K009

Date: 3/16/2011

To: Dr. Frances M. Bohnsack Ph.D.

From: Ray Bush  
Grants Management  
Specialist

The Grants Management Division has reviewed the subject application for funding approval. Costs appear allowable, reasonable and consistent with the FEMA program guidance:

<b>Budget</b>	
<b>Budget Category</b>	<b>Amount</b>
Personnel	\$ 50,600.00
Fringe Benefits	\$ -
Travel	\$ 2,200.00
Equipment	\$ -
Supplies	\$ 618.00
Consultants/Contracts	\$ 1,674,941.00
Other	\$ -
<b>Total Direct Costs</b>	<b>\$ 1,728,359.00</b>
Indirect Costs	\$ -
<b>Total Project(s) Costs</b>	<b>\$ 1,728,359.00</b>
Match Requirement	\$ -
<b>Approved Federal Funds</b>	<b>\$ 1,728,359.00</b>
Non Federal Match	\$ -
Federal Funds to release	\$ 1,728,359.00
Federal Funds to hold	



**Special Note(s):**

1. GMD has reviewed the above budget.
2. There is no match requirement.
3. The grantee is in compliance with federal financial reporting requirements.
4. Release Special Condition #5 prohibiting obligation, expenditures, and draw-downs.
5. *The budget as itemized above has now been reviewed and approved. The grantee may now obligate, draw-down and expend funds in the sum of \$1,728,359.*

(a) Title. Title to supplies acquired under a grant or subgrant will vest, upon acquisition, in the grantee or subgrantee respectively.

(b) Disposition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share.

#### **§ 13.34 Copyrights.**

The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

#### **§ 13.35 Subawards to debarred and suspended parties.**

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### **§ 13.36 Procurement.**

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters

as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee or subgrantee's protest procedures for failure to review a complaint or protest.

Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of section 1.3.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

(i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all pre-qualified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation

period.

(d) Methods of procurement to be followed

(1) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U. S. C. 403(11) (currently set at \$100,000.) If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by sealed bids (formal advertising.) Bids are publicly solicited and a firm- fixed- price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 13.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;

(B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;

(C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(D) A firm fixed- price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed- price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications- based procurement of architectural/ engineering (A/ E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i. e, verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre- award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

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- (1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - (2) Affirmative steps shall include:
    - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
    - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
    - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
    - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.
- (f) Contract cost and price.
- (1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e. g, under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.
  - (2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
  - (3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 13.22.) Grantees may reference their own cost principles that comply with the applicable Federal cost principles.
  - (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
- (g) Awarding agency review.
- (1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
  - (2) Grantees and subgrantees must on request make available for awarding agency pre- award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:
    - (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
    - (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
    - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a " brand name" product; or
    - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
  - (3) A grantee or subgrantee will be exempt from the pre- award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
    - (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these

reviews shall occur where there is a continuous high-dollar funding, and third party contracts are awarded on a regular basis.

(ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc, as being in compliance with these requirements and have its system available for review.

(h) Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.) (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U. S. C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3.) (All contracts and subgrants for construction or repair.)

(5) Compliance with the Davis-Bacon Act (40 U. S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h)), section 508 of the Clean Water Act (33 U. S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15.) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871.)