MIAMI-DADE COUNTY

BID NO.: 5469-6/13-OTR

OPENING: 2:00 P.M.
WEDNESDAY
AUGUST 23, 2006

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

TITLE:
LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS, SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

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

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
INDEMNIFICATION/INSURANCE:	SEE SECTION 2, PARAGRAPH 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
MEASURES:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	SEE SECTION 2, PARAGRAPH 2.26
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:
Maggie R. Reynaldos at 305-375-1658, or at mtc@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **Read This Entire Document & Handle All Questions In Accordance With Section 1, Item 1.2(D)**
- **Attach an Executed Set of the Appendix Formal Bid Affidavits to Submittal**
- **Failure to Complete the Certification Regarding Local Preference on 29 of Section 4, Bid Submittal Form Shall Render the Vendor Ineligible for Local Preference**
- **Failure To Sign Page 29 of Section 4, Bid Submittal Form Will Render Your Bid Non-Responsive**

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 5469-6/13-OTR

Title: Liquid Level Control Systems, Units, Parts, Service and Installation, Pre-Qualification of Bidders

Sr. Procurement Contracting Agent: Maggie R. Reynaldos, CPPB

Bids will be accepted until 2:00 p.m. on Wednesday, August 23, 2006

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: Each Bid submitted to the Department of Procurement Management 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 three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

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 VENDOR RESPONDING TO THIS SOLICITATION

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
DPM – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.
Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.
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 in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at http://miamidade.gov and click on "Business".

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 mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at http://miamidade.gov and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged 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.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

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

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the **"Cone of Silence"**. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

SECTION 1
GENERAL TERMS AND CONDITIONS

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. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. 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 written a letter received by the DPM Bids and Contracts Division 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 Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

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

SECTION 1
GENERAL TERMS AND CONDITIONS

business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

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. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

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 Purchasing Division will decide all tie Bids.

J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.

B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

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

1.8. ESTIMATED QUANTITIES

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

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

1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;

2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

   (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or

   (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or

   (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

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

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2006. Therefore, a vendor which meets the requirements of (1) and (2) 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. 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.

B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
$25,000-$100,000	$500
$100,001-$500,000	$1,000
$500,001-$5 million	*$3,000*
Over $5 million	$5,000

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

SECTION 1
GENERAL TERMS AND CONDITIONS

the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

C. For award recommendations greater than $100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

D. For award recommendations from $25,000 to $100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a $500 non-refundable filing fee.

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

1.14. PACKAGING
Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

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

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

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

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

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

1.20. COLLUSION
Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

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

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

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

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

SECTION 1
GENERAL TERMS AND CONDITIONS

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

1.26. OFFICE OF THE INSPECTOR GENERAL
Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

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

1.28. PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders 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 know as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder 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 shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

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

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

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

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

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

SECTION 2
SPECIAL CONDITIONS

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this Invitation to Bid (ITB) is to pre-qualify potential bidders for future bidding through the submission of documents and forms which verify to the County that the bidder meets or exceeds minimum requirements. Bidders who meet or exceed the requirements established in this ITB shall be placed on a Pre-Qualification List that may be accessed by the Miami-Dade Water and Sewer Department (M-DWASD) to obtain price quotations for the purchase of units, parts, service and installation for Liquid Level Control Systems on an as needed when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES (BID PREFERENCE)

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

A 10% percent bid preference shall apply to contracts $1 million or less and 5% percent on contracts greater than $1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: ONE (1) YEAR

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the one (1) year period.

2.5 OPTION TO RENEW FOR SIX (6) ADDITIONAL YEARS

Prior to, or upon completion of the contract's initial term, the County shall have the option to renew this contract for an additional six (6) years, on a yearly basis. 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 will be exercised only when such continuation is clearly in the best interest of the County.

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

If multiple vendors are involved under a given contract, any options to renew will be restricted to the specific groups initially awarded to any specific vendor.

2.6 METHOD OF AWARD TO PRE-QUALIFIED VENDORS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES

Approved vendors will be placed on a "Pre-qualified Vendors List", which will be accessed by the M-DWASD, as needed, to obtain Spot Market quotations.

When a requirement is identified by the M-DWASD, the vendors in the "Pre-qualified Vendors List" shall be invited to offer a fixed price and a firm delivery time for the specific items. It will be the M-DWASD's prerogative to: contact all the pre-qualified vendors, contact three (3) pre-qualified vendors on a rotating basis, or to contact the pre-qualified vendors for a specific brand/make. The pre-qualified vendor offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed by the pre-qualified vendor meet the order's specifications and requirements. If award of a specific brand/make is limited to one vendor, the M-DWASD reserves the right to negotiate prices for items required during the term of this contract.

In their best interest, the M-DWASD may request quotations for a specific order, for a specified period of time (where orders may placed at a later date, as needed), or to satisfy stock requirements. The award of the order to one vendor does not preclude the ability of the remaining pre-qualified vendors from submitting offers for other orders as requested by the M-DWASD.

In the best interest of the County, for items either delivered by the vendor or picked-up from the vendors by authorized County personnel, the availability of the material, geographic location and/or delivery time may be utilized as deciding factors for the basis of an award to a vendor when it is determined by the County department that a project is time sensitive to meet pre-established deadlines or it is an emergency situation.

It shall be the sole prerogative of the County as to the total amount of awarded vendors on this contract. During the term of this contract, the County reserves the right to receive or re-evaluate submittals, add vendors, add or delete products, or delete vendors, as it deems necessary.

In addition to other County and contract requirements, all bidders shall meet or exceed the following minimum qualification requirements to qualify for this contract:

SECTION 2
SPECIAL CONDITIONS

2.6.1 Maintain an office/warehouse staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that the bidder's staff meets the requirement described in the paragraph above.

2.6.2 Shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate technical support and expedite quotations

2.6.3 Bidder must be regularly engaged in the business of providing Liquid Level Control Systems for Lift Stations, parts, repairs and installation as described in this ITB.

Three references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. At least one reference must be from a utility currently providing services similar to those provided by the M-DWASD. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services described in this solicitation.

2.6.4 Bidder shall not have any un-resolved performance issues with Miami-Dade County. The bidder's performance as a prime Contractor or Sub-contractor in previous County contracts shall be taken into account when evaluating the bidder's submittal for this solicitation.

Miami-Dade County may survey County departments during the bid evaluation period to ascertain that the bidder does not have any unresolved unsatisfactory performance issues with the County. Miami-Dade County reserves the right to reject the bidder's submittal based on its assessment of the bidder's performance.

2.6.5 The bidder must be a verifiable manufacturer, or an approved or certified agent or distributor, or a designated distributor, or a stocking dealer, or a resale agent of the Original Equipment Manufacturer (OEM) products and parts, for the brands listed by the bidder in the bidder's submittal.

SECTION 2
SPECIAL CONDITIONS

The bidder is required to submit with their submittal current letters from the manufacturers of the products proposed to the County. The letters must be published on the manufacturer's letterhead and they must designate the bidder as the manufacturer, an agent, a dealer, a representative or a distributor of the products proposed to the County. The letter must be dated within six (6) months of the bid submittal and it must be signed by an authorized manufacturer's representative.

2.6.6 Bidder's staff must include technical personnel qualified to install, inspect, service and repair Liquid Level Systems for Lift Stations. The technical personnel must have at least three (3) years of experience troubleshooting and repairing Liquid Level Systems for Lift Stations.

A list of the firm's key technical personnel including their roles, qualifications and contact information shall be included with the bidder's submittal. The list must identify the shop manager and specify his/her qualifications. Include all pertinent documentation (i.e. certificates, proof of training, diplomas, licenses) to prove that the technical personnel meet this requirement.

2.6.7 Bidder must have, and maintain at all times, certification as a UL approved shop.

Proof of current UL certification shall be included with the bidder's submittal.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements, however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, may result in the vendor's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the minimum qualification requirements.

2.7 PRICES

All prices to be quoted by the pre-qualified bidders shall be in accordance with the provisions established in these Special Conditions Paragraph 2.6. Order prices shall be quoted as requested by the County department and shall remain fixed and firm until the delivery or pick-up and acceptance of the order is complete.

Orders requiring special handling, such as air-freight or same day delivery, must be authorized by a County representative. Any additional charges resulting from special handling must be authorized by the County representative prior to order placing and must be shown on the vendor's invoice as a separate item.

2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

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, 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. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and

property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

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

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

or

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

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

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

CERTIFICATE HOLDER MUST READ:MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 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.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor

may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

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 in accordance with Paragraph 1.24 of this solicitation.

Department of Procurement Management
Purchasing Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendors shall submit an original invoice to the M-DWASD, attention Accounts Payable Unit, P.O. Box 330316, Miami, Florida 33233-0316, after a purchase has been completed, whether the specific items were picked up by authorized M-DWASD personnel, or delivered to the storeroom facility or job site by the vendor or by the vendor's carrier.

SECTION 2
SPECIAL CONDITIONS

Since the M-DWASD Accounts Payable Unit uses a computer system to generate payment checks, all invoices must reference the corresponding packing slip/delivery ticket number that was signed by an authorized representative of the Department at the time the item was delivered and accepted/acknowledged by the delivery site. If an item is delivered by the US Mail or a private carrier, e.g. US Postal Service, Federal Express, Caroline Freight, the carrier's corresponding receipt ticket/mailing ticket/bill of lading number must be referenced on the invoice. Before generating a payment check, the system also requires all invoices to reference specific data from the corresponding M-DWASD Requisition form which is sent to the vendor to confirm and order i.e. purchase order/small purchase number, requisition number, quantity, unit cost, and total cost.

Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the item. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

Failure to prepare and submit invoices in the prescribed manner shall delay payment.

In addition to and including the above requirement, all invoices sent by the vendors to the M-DWASD shall contain the following information:

2.15.1 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
- Corresponding packing slip number signed by a M-DWASD representative and, if applicable, the private carrier's bill of lading number

2.15.2 County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- M-DWASD Requisition Number

2.15.3 Pricing Information:

- Unit price of the goods provided
- Extended total price of the goods
- Applicable discounts

2.15.4. Goods Provided per Contract:

- Description of the goods
- Quantity delivered

2.15.5. Delivery Information:

- Delivery terms established by the Release Purchase Order/Small Purchase Order
- Location and date of delivery of goods

2.16 SHIPPING TERMS: F.O.B. DESTINATION

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 at various locations within Miami-Dade County.

2.17 DELIVERY SHALL BE THIRTY (30) DAYS AFTER ORDER IS PLACED BY THE COUNTY

The vendor shall make deliveries within thirty (30) calendar days after the date that the County department orders the items. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver within forty-five (45) calendar days, the County reserves the right to cancel the contract after any back order period which is specified in the Special Conditions has lapsed. If the contract is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the vendor with any re-procurement costs.

2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION

The County shall not accept any back orders of deliveries from the vendor, unless written authorization is issued by the M-DWASD. Accordingly, the vendor is required to deliver all items to the M-DWASD within the time specified in this solicitation; and no grace period shall be honored. In the event that the vendor fails to deliver the goods within the time specified, the M-DWASD reserves the right to cancel the order, seek the items from another vendor, and charge the vendor for any re-procurement costs.

2.19 WARRANTY

2.19.1 Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance. This warranty requirement shall remain in force for the full warranty period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

2.19.2 Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.19.3 Replacement Parts

All parts utilized in conjunction with this bid shall be new unless authorized by the user department and shall meet original equipment manufacturers specifications, and shall restore the equipment so that it will perform to its original design specifications.

2.19.4 Restoration of Equipment

All work shall be performed by trained and competent personnel in accordance with the best commercial and industry practices and manufacturers standards. Rebuilt equipment shall result in as like new product so that it will perform to the Manufacturers original design specifications.

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and the resultant contract contact Maggie Reynaldos at 305-375-1658 or at mtc@miamidade.gov.

SECTION 2
SPECIAL CONDITIONS

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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

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

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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

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

Vendor Compliance

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

SECTION 2
SPECIAL CONDITIONS

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY

The products shall be maintained and delivered to the M-DWASD in excellent condition. If a product does not meet specifications, it shall be returned to the vendor as exchange for suitable merchandise or for full credit at no additional cost to the M-DWASD. The vendor shall be responsible for arranging all shipping or pick-up activities and shall bare all costs incurred. Should a vendor fail to pick-up such material, or arranges to have such material shipped back to the vendor within a reasonable period of time, the M-DWASD shall cause such material to be shipped to the vendor, and the vendor shall be liable for any shipping costs incurred by the M-DWASD in addition to the shipping cost.

2.23 COMPLIANCE WITH STANDARDS AND ELECTRICAL CODES

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the Environmental Protection Agency (EPA), The Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA). All products shall be UL Listed.

It shall be the responsibility of all awarded vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies during the term of this contract.

2.24 DEMONSTRATION OF EQUIPMENT MAY BE REQUIRED DURING EVALUATION

After the M-DWASD obtains quotations, the vendors may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the County. The purpose of the demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability vis-à-vis the performance requirements stipulated in the contract and the request for quotation. If a demonstration is required, the M-DWASD 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 M-DWASD may elect to reject the vendor's quote or to re-schedule the demonstration in its best interest. The M-DWASD 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 manufacture's model identified in the vendor's quote. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the M-DWASD, in the manner prescribed by the M-

DWASD, if this warranty is violated during the term of the contract.

2.25 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE

The equipment being offered by the vendors shall be the most recent model available. Any optional components, which are required in accordance with the specifications, shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from the specifications does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable O.S.H.A., State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current S.A.E. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.26 INFORMATION SHEETS MAY BE REQUIRED

The vendor may be required to supply the M-DWASD with two (2) complete sets of factory information sheets (specifications, brochures, etc.) for items proposed by the vendor during the quotation process. At such time, the vendor shall be given five (5) calendar days to submit the required information. Failure to meet this requirement may result in the quote being rejected. Decision of the M-DWASD as to quality of the product based on submission of the information sheets shall be final.

2.27 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the bidder in conjunction with this bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the M-DWASD by the vendor are found to be defective or do not conform to specifications, the M-DWASD reserves the right to (1) cancel the order and return such materials to the vendor at the vendor's expense or (2) require the vendor to replace the materials at the vendor's expense.

2.28 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY: SECURITY REQUIREMENTS FOR THE M-DWASD

On April 23, 2002, the Miami-Dade Board of County Commissioners approved Ordinance No. 02-68 entitled "Provide Rules and Regulations Governing Security at the Miami-Dade Water and Sewer Department (M-DWASD) Facilities" which created Article IX of Chapter 32 of the Miami-Dade Code. In accordance with the Ordinance, the standard procedures for receiving cartons/boxes/packages, etc. have been adjusted as follows:

2.28.1 Items Delivered by the Awarded Vendors

The vendors must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip must include, at a minimum, the following information: the purchase order number; the date of the order; the M-DWASD requisition number, a complete listing of items being delivered; and, if authorized, the back-order quantities with their estimated delivery date.

Failure to prepare and enclose packing slips with the items in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The M-DWASD shall not be responsible for delays, redelivery fees, restocking fees or any other cost incurred by noncompliance with these requirements.

2.28.2 Items Delivered for the Awarded Vendors by the US Mail or a Private Carrier, e.g. US Postal Service, Federal Express, Carolina Freight, etc.

The vendors must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation, for the vendor by a private carrier. The packing slip must be enclosed with the shipping cartons, which contain the items being delivered. The packing slip must include, at a minimum, the following information: the purchase order number; the date of the order; the M-DWASD requisition number, a complete listing of items being delivered; and, if authorized, the back-order quantities with their estimated delivery date. In addition, the vendors must print the purchase order number and the M-DWASD requisition number in an obvious prominent space in the "Ship to" portion of the private carriers receipt ticket/mailing ticket/bill of lading. This action will allow the storeroom personnel to immediately identify the items being delivered. If there is any question regarding the carrier's receipt ticket, the vendor's packing slip enclosed with the items being delivered can be immediately examined.

Failure to include the purchase order number and the M-DWASD requisition number on the carrier's receipt ticket and to enclose the packing slip to the items being delivered in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The M-DWASD shall not be responsible for delays, redelivery fees, restocking fees or any other cost incurred by noncompliance with these requirements.

2.29 PATENTS AND ROYALTIES

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon

the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Vendor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.30 PURCHASE OF ANCILLARY ITEMS

Although the County has identified units, equipment, parts, service and installation for Liquid Level Control Systems as the items to be purchased from this contract, there may be ancillary items that must be purchased during the term of this contract. Under these circumstances, a M-DWASD representative will contact the contract vendors to obtain price quotes for the ancillary items. The County reserves the right to award these ancillary items to a contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

2.31 REPAIRS AND PARTS MANUALS TO BE PROVIDED

The successful vendor shall supply the County with a minimum of two (2) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the M-DWASD 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 M-DWASD.

2.32 SERVICE FACILITIES IN SOUTH FLORIDA SHALL BE PROVIDED BY BIDDER

Bids will only be accepted from bidders which have service facilities located in South Florida (defined as Dade, Broward, Palm Beach and Monroe Counties) which can provide prompt field service, parts and repairs on a timely manner if so required.

2.33 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although the requirements in this solicitation are specific to the M-DWASD, 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 pre-qualified vendors. Under these circumstances, a separate purchase order shall be issued by the County department which identifies the requirements of the additional County department or

agency. The vendor shall be responsible for obtaining the necessary delivery and invoicing information from the County department or agency.

2.34 EMERGENCY SERVICE

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the M-DWASD under the contract. The Emergency Service shall be defined as a non-warranty related repair service requirement and its response time shall not exceed twenty-four (24) hours after notification by the M-DWASD.

2.35 REPLACEMENT PARTS

Replacement parts shall be purchased on an as needed, when needed basis. All parts supplied by the vendors shall be new and must be of Original Equipment Manufacture (OEM) as recognized by the equipment manufacturer.

2.36 CLEAN-UP

Vendors shall be responsible for the proper disposal of all debris resulting from the on-site installation or repairs of equipment. Vendors shall maintain a clean and safe work area at all times. If applicable, all work equipment and tools shall be stored in an area designated by M-DWASD when not in use.

SECTION 3
TECHNICAL SPECIFICATIONS

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

3.1 SCOPE

These specifications shall define the specific characteristics and requirements of a Bubbler Control system to be installed in all the standard lift stations in the County's sewage collection system. There may be some stations on line, which are sufficiently non-standard in configuration and may be covered by individual specifications; those will take precedence over these specifications.

The various controller systems shall include:

Universal Pump Controller

- Designed for water and wastewater systems using both, single speed or variable speed drives, for pump down or pump up applications.
- Controls up to 4 pumps with built in alternation and time delay between pump starts.
- Will control mix of single speed or variable speed drive pumps.
- Accepts 3 types of sensors including a bubbler system input, external 4-20ma input, or float switch inputs.
- Any sensor can be primary with one of the others as backup.
- High & low alarms, & pump set points adjustable on front panel.
- Up to four 4-20 ma outputs proportional to level.
- 2 RS-232 serial ports for SCADA and P.C. interfacing.
- Automatic bubbler control system with 2 air compressors running on demand charging an air tank, with automatic timed & flow purging for long life, reliability, and redundancy available as a option.

Pressure / Booster Pump Controller

- Designed for water systems using both, single speed or variable speed drives, for maintaining pressure, booster, and flow control applications.
- Field adjustable PID loop from front panel.
- Controls up to 4 pumps with built in alternation and time delay between pump starts.
- Will control mix of single speed or variable speed drive pumps.
- Accepts up to 8 isolated 4-20ma inputs.

SECTION 3
TECHNICAL SPECIFICATIONS

- High & low pressure alarms, & pump set points adjustable on front panel.
- Up to four 4-20ma outputs for VFD speed or pressure.
- 2 RS-232 serial ports for SCADA and P.C. interfacing.
- Optional supply tank monitoring using bubbler, external 4-20ma transducer, or float switches.

Duplex & Triplex Backup Pump Controller

- Designed for wastewater collection systems to backup primary controllers for pump down applications and any other primary control backup for pump down applications.
- Provides fully redundant backup control system to protect against primary control or sensor failure.
- Will operate 1, 2 or 3 pumps with built in alternation and time delay between pump starts.
- Can operate from a single high float, or both high and off float, or a stand tube sensor option.
- Can also operate as primary float switch controller with up to 5 float switch inputs.

Bubbler Pump Control / Level Transmitter

- Designed for wastewater collection systems to feed 4-20 ma level signal to a PLC or RTU for control or level monitoring.
- Automatic bubbler control system with 2 air pumps running on demand, with automatic timed & flow purging for long life, reliability, and redundancy.
- 4-20 ma output proportional to level.
- High and low alarms with 15 amp relays.
- RS-232 serial port for SCADA and P.C. interfacing.

Bubbler Level Transmitter

- Designed for wastewater collection systems to feed 4-20 ma level signal to a PLC or RTU for level monitoring.
- Will measure depths up to 34'.
- Automatic bubbler control system with 1 or 2 air pumps running on demand, with automatic timed & flow purging for long life, reliability, and redundancy.
- 4-20 ma output proportional to level.

SECTION 3
TECHNICAL SPECIFICATIONS

- RS-232 serial port for SCADA and P.C. interfacing.

M-DWASD reserves the right to determine the equivalence and acceptability of any proposed system.

All components of the control system shall be designed for use in wastewater collection systems and must be compatible with the harsh environment normally associated with this type of application.

The manufacturer of the system shall present conclusive evidence to demonstrate their liquid level controller systems have satisfactorily sustained extensive testing and development under conditions existing at sewer pump stations and have operated satisfactorily at least fifty (50) sewer pump station applications for a minimum of two (2) consecutive years.

The system shall not include any mercury manometers or other components containing liquid mercury. The sole exception to this requirement is the use of float switches for backup controls and alarms.

3.2 GENERAL DESCRIPTION

The Lift Station Control System shall be a fully automatic controller with the following general requirements:

1. - The system shall control the available water pumps to maintain the liquid level within the limits determined for each station by the Water and Sewer Department. These limits shall be easily changed from the front panel of the controller.

2. - The system shall measure the liquid level in the wet well using an air bubbler with dual air compressors, air tank, and automatic purging, (blow down).

3. - The system shall detect and enunciate anomalous conditions in the lift station such as high water alarm, and air system failure.

4. - The system shall upon detecting self-malfunction automatically switch to back up float control and provide a malfunction alarm signal.

3.3 WATER PUMP CONTROLS

The control system shall be designed to control the water pumps using relays connected to motor starters. The pumps shall be operated in a lead/lag mode with the turn-on and turn-off points for each pump individually programmable from the front panel. A pump alternator shall be provided which can be enabled or disabled from the front panel. The wet well level is measured by the bubbler system. When the wet well level exceeds the lead channel on setpoint, the first pump is turned on. Normally this pumps the well level

down to the lead channel off setpoint and the pump turns off. If the lead pump cannot handle the water flow, the level in the wet well will continue to rise until it reaches the lag channel on setpoint, at which time the lag pump also turns on. This process continues for all available pumps. If the alternate switch is on, then a different pump will be assigned as lead pump on each cycle. Each pump shall have an external disable in-put switch. If a pump is disabled, the system shall automatically call another pump as the lead pump. A high level alarm shall be built-in with their setpoints programmable from the front panel.

3.4 BUBBLER SYSTEM CONTROL

The control system shall measure the depth of water in the wet well and display it in inches or feet of water using an air bubbler system. The bubbler system shall be powered by two intermittent duty rated air compressors, which shall be alternatively energized to charge up an air tank, which shall supply the air for the bubbler. The air compressor shall only be on for the short period of time required to maintain pressure in the air tank and shall be alternated to equalize wear. Air from the air tank shall be sent to the bubbler tube through a flow-regulating device and the backpressure in the bubbler tube shall be measured by a pressure transducer to determine water depth. The system shall be designed to detect failures in the bubbler system, which would prevent proper operation. Detection of this system's failure shall illuminate a front panel lamp and be capable of automatically switching to an optional one or two float backup system(s).

3.5 AIR COMPRESSORS

The system shall include two piston type air compressors; Vibrator diaphragm compressors, (fish tank compressors), shall not be used. The compressors shall be selected for long life under intermittent duty and shall require no periodic lubrication. The compressors are used to charge an air tank and are alternately called on to replace the air used by the bubbler tube. A system shall be provided to detect the failure or either of the compressors a switch from one to the other. Indicators shall be provided on the front panel to indicate the failure of each compressor.

3.6 FLOW REGULATOR SYSTEM

The flow regulator system regulates the flow of air from the air tank to the bubbler tube. It shall provide a minimum of 2000 SCCM, (standard cubic centimeters per minute), of air to the bubbler tube. The system shall include an air filter to prevent the regulator from becoming blocked by dust and shall also include an automatic purging, (blow down), system for keeping the bubbler tube clear of blockages. This system shall use an air solenoid to vent the entire contents of the air tank to the bubbler tube. The depth measurement shall be frozen during this process to prevent erroneous reading and improper pump calls. The system shall be designed so that the purging process does not over pressurize the bubbler pressure transducer. The purging process shall be initiated in any one of four ways:

SECTION 3
TECHNICAL SPECIFICATIONS

1. - The controller shall be designed to periodically initiate a purge. The interval between these purges shall be set using the front panel for a purge interval of between 1 and 10 hours.

2. - The controller shall be designed to initiate a manual purge from the front panel.

3. - The controller shall include a system to measure the air flow in the bubbler tube. If the air flow drops below 50% of normal flow, an automatic purge shall be initiated.

4. - The controller shall initiate a purge upon power-up so that after a power loss, the unit will automatically purge.

The system shall have the capability to display the relative bubbler system air flow.

3.7 ALARMS

The controller shall be designed to detect and indicate the following conditions:

1. - Self-diagnose failure and inoperative condition. It shall have a high water and low water alarm systems. The high and low setpoints shall be entered from the front panel and be easily changed in the field. If the water level exceeds the high alarm setpoint, then an indicator will light and a relay contact will close. If the water level is less than the low alarm setpoint then the low alarm indicator will light and a relay contact will close. Alarms shall reset automatically upon restoration of normal operating levels. Manual reset of high or low level alarms shall not be necessary. In case of power failures, the controller shall return to normal operation once power is restored, without requiring manual reset from an operator.

2. - The controller shall detect the failure of either of the air compressors and illuminate the associated air compressor fail light.

3. - The controller shall detect failures which prevent the air system from proper operation and display this condition on a system error light.

3.8 PACKAGING REQUIREMENTS

The control and bubbler system shall be a standard integrated package, the existing and proven product of a recognized pump controller manufacturer. Its size shall not exceed one (1) cubic foot. The controller and bubbler shall be a modular unit so that it can be easily retrofitted into existing panels or moved from existing panels to new ones.

SECTION 3
TECHNICAL SPECIFICATIONS

3.9 SPARE PARTS AND IN-SHOP REPAIRS

The control system supplier shall provide a recommended spare parts lists with recommended stocking levels in order to enable M-DWASD to properly maintain the system. The supplier shall offer these parts as a package. Vendors shall also provide alternate sources for repairs by offering an in-shop repairs service and/or a parts exchange program. Conditions for these services (i.e. labor charge, parts cost and mark up) must be listed in the vendor's quote.

3.10 TRAINING

The control system supplier shall make available to WASD personnel the necessary training to support occasional equipment installation, and operation and maintenance of the above specified equipment. The quantity of personnel to be trained shall be agreed upon at a later date. Conditions for these services (i.e. labor charges, cost of educational materials and mark up) must be listed in the vendor's quote.

BID NO.: 5469-6/13-OTR
OPENING: 2:00 P.M.
WEDNESDAY
AUGUST 23, 2006

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

MIAMI-DADE COUNTY

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, 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:	DPM	Date Issued: 08/07/06	This Bid Submittal Consists of
MRR	Purchasing Division		Pages 23 through 29

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

Bid Deposit: Not Applicable to This Solicitation

Performance Bond: Not Applicable to This Solicitation

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ UNRESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: **220-33**

M. REYNALDOS SR. PROCUREMENT AGENT

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND REQUESTED ATTACHMENTS

ATTACH AN EXECUTED SET OF THE APPENDIX FORMAL BID AFFIDAVITS TO YOUR SUBMITTAL

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 29 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 29 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE

SECTION 4
BID SUBMITTAL FOR:

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

FIRM NAME:_____

CHECKLIST FOR REQUIRED ATTACHMENTS:
This checklist must be completed by all bidders.

Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.

Reference:	Summarized Requirement:	Initial As Completed:
Paragraph 2.6.1	Attach a list of your firm's key personnel, including their roles and contact information. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that your firm's staff meets the requirement described in Paragraph 2.6.1.	____
Paragraph 2.6.2	Enter your firm's dedicated facsimile (FAX) machine number, including area code: Fax No. _____ Enter your firm's e-mail address: E-mail: _____	____
Paragraph 2.6.4	Does your firm have any unresolved performance issues with Miami-Dade County? Explain, if answer is "Yes": _____ _____ _____ _____ _____	____Yes____No

SECTION 4
BID SUBMITTAL FOR:

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

FIRM NAME:_____

CHECKLIST FOR REQUIRED ATTACHMENTS:

This checklist must be completed by all bidders.
Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.

Reference:	Summarized Requirement:							Initial As Completed:
Paragraph 2.6.3	Below, list three references consisting of existing customers. The references listed must be customers that are currently receiving or have recently received from your firm the products and services described in this solicitation. At least one reference must be from a utility currently providing services similar to those provided by the M-DWASD.							____
	Customer / Company Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓	Customer's E-mail Address ↓	Is this customer a utility currently providing services similar to those provided by the M-DWASD? ↓	
	1						____Yes___No	
	2						____Yes___No	
	3						____Yes___No	

SECTION 4
BID SUBMITTAL FOR:

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

FIRM NAME:_____

CHECKLIST FOR REQUIRED ATTACHMENTS (Continued):

This checklist must be completed by all bidders.

Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.

List the manufacturer brand names/makes, that will be available from your firm. Each brand/make listed must be supported by a manufacturer's letter. (Ref. Paragraph 2.6.5). Attach current letters from the manufacturers, on the manufacturer's letterhead, designating your firm as the manufacturer, an agent, a dealer, a representative or a distributor of the products proposed to the County. The letter must be dated within six (6) months of the bid submittal and it must be signed by an authorized manufacturer's representative.

SECTION 4
BID SUBMITTAL FOR:

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

FIRM NAME:_____

CHECKLIST FOR REQUIRED ATTACHMENTS (Continued):

This checklist must be completed by all bidders.

Refer to the details in Paragraph 2.6 and its sub-paragraphs to verify that the information provided will suffice as proof of meeting the requirements.

Reference:	Summarized Requirement:	Initial As Completed:
Paragraph 2.6.6	Attach list of the firm's key technical personnel qualified to install, inspect, service and repair Liquid Level Systems for Lift Stations including their roles, qualifications and contact information. The list must identify the shop manager and include his/her qualifications. Attach all pertinent documentation (i.e. certificates, proof of training, diplomas, licenses) to proof that the technical personnel meet this requirement.	____
Paragraph 2.6.7	Attach proof of current UL certification	____

SECTION 4
BID SUBMITTAL FOR:

LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

BID SUBMITTAL FORM

Bid Title: LIQUID LEVEL CONTROL SYSTEMS, UNITS, PARTS. SERVICE AND INSTALLATION, PRE-QUALIFICATION OF BIDDERS

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 Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

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

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

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

Yes _____ No _____

and

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

Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks, that it is ☐, or is not ☐, a local business.** For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

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)

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

Signature: _____
(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.

APPENDIX

AFFIDAVITS

FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

- **DISABILITY NONDISCRIMINATION AFFIDAVIT**
  (Resolution R-385-95)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

- **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**
  (Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

- **MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT**
  (Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

- **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

- **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS ON PAGES 1 AND 2

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ _____ 20 ___
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20___

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is $9.44 per hour plus health benefits as described in the ordinance, or $10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ _____ 20 ___
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20___

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

☐ had annual gross revenues in excess of $5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____ _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ _____ 20 ___
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/
Printed Name of Affiant and Title Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20___

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES
(Ordinance 97-35)

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

_____

_____

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_____

_____

☐ **NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT**

_____ _____
Signature Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

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

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

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

_____ Prime Contractor/Respondent's Signature

_____ Print Name (Duplicate if additional space is needed)

_____ Print Title

_____ Date

FORM 100

MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT

RESOLUTION (R-738-92)

MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material

DEFINITIONS

"Recycled Material" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

"Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.

"Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

"Waste Reducing Product" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	**STATE**	**ZIP**
SIGNATURE	**TITLE**	