



BID NO.: 1745-4/10-OTR

**OPENING: 2:00 P.M.
WEDNESDAY
OCTOBER 26, 2005**

MIAMI-DADE COUNTY, FLORIDA

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

TITLE:

**PURCHASE OF TRUCK CRANES, AERIAL DEVICES & RELATED EQUIPMENT
FOR MIAMI-DADE COUNTY FLEET MANAGEMENT DIVISION FOR A ONE
YEAR PERIOD WITH COUNTY OPTION TO RENEW FOR FOUR ADDITIONAL
ONE-YEAR PERIODS.**

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
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	N/A
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2, PARAGRAPH 2.3
MEASURES:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
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:

Pablo Martínez at 305-375-2102, or at mpablo@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 1745-4/10-OTR

Title: PURCHASE OF TRUCK CRANES, AERIAL DEVICES & RELATED EQUIPMENT FOR MIAMI-DADE COUNTY FLEET MANAGEMENT DIVISION FOR A ONE YEAR PERIOD WITH COUNTY OPTION TO RENEW FOR FOUR ADDITIONAL ONE-YEAR PERIODS.

Sr. Procurement Contracting Agent: Pablo Martinez

Bids will be accepted until 2:00 p.m. on October 26, 2005.

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, Bids and Contracts 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. 1st 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), Bids and Contracts 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(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Come 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

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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.

I.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.

I.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.

I.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued 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

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

1.9. NON-EXCLUSIVITY

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

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A 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 the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a 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 2005. 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:

<u>Award Amount</u>	<u>Filing Fee</u>
\$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 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

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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.

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.

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GENERAL TERMS AND CONDITIONS

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 2-107(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 known 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 foreseeably 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.

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SPECIAL CONDITIONS

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this Invitation To Bid is to establish a contract for the purchase of Various Special Purpose Crane Trucks and Aerial (or similar) Devices in conjunction with the County's needs on an as needed when needed basis. The initial purchase will be for the four different cranes identified in the bid specifications.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (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 (RECOMMENDED):

A pre-bid conference will be held on Thursday, October 13, 2005, starting at 1:30 p.m., at the Stephen P. Clark Center, 111 NW 1st Street, Miami, Fl. 33128, in conference room no. 18-2, to discuss proposed specifications. It is recommended that a representative of the firm attend in order to become familiar with the bid specifications.

Bidders are requested to bring this Invitation To Bid package to the conference, as additional copies may not be available.

2.4 TERM OF CONTRACT: TWELVE (12) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's 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 twelve month period.

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SPECIAL CONDITIONS

2.5 OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS (With Price Adjustment):

The initial contract prices resultant from this solicitation shall prevail for a one (1) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional four (4) year(s) on a year to year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price(s) based on changes in the following pricing index: Producer Price Index (PPI) PCU3711 #9 (N) Trucks, Truck Tractors and Trucks Chassis: 33,001 lbs or more

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The County reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. 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 decision may affect that vendor's eligibility for future contracts.

2.6 METHOD OF AWARD TO ALL RESPONSIVE RESPONSIBLE BIDDERS OF THE BASE ITEMS CITED:

Award of this contract will be made to all responsive responsible bidders of the base crane truck identified in the specifications as Truck A., with the lowest responsive responsible bidder being issued the Purchase Order for the initial order quantity of that specific item. All companies who participate and meet the pre-qualification criteria, herein, will then form the pre-qualified pool of vendors that will be used throughout the contract term (to include any exercised option to renew periods) to quote various crane trucks, aerial devices or other equipment similar to, but not identical to, the truck types described in the specifications. Any truck OEM tendering a responsive bid to any of the four items in the initial solicitation will be pre-qualified to be part of the pool of vendors who will be contacted should future quotes under this solicitation be needed by Miami-Dade County.

SECTION 2
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The crane truck and related items cited as Truck B and Truck D in the specifications will be separately awarded with a Purchase Order for the initial order quantity of those specific items issued to their respective individual low bidders meeting specification requirements. The unit cited as Truck C., exclusive of the options, may or may not be included in the initial purchase cycle, and more than one unit may be purchased, if appropriate funding can be identified for that purchase.

PRE-QUALIFICATION CRITERIA

To following pre-qualification criteria must be met by all vendors wishing to be added to the qualified pool of vendors.

1. Be a registered Miami-Dade County vendor, and in good standing.
2. Have a fax machine and e-mail address to receive requests for quotation.
3. Comply with the Warranty requirements, in accordance with Section 2.23 of this solicitation.
4. Demonstrate the ability to comply with Section 3.7 of this solicitation.

The County reserves the right, at its sole discretion, to add any vendor complying with the terms and requirements of Section 2.23 at anytime during the initial, or any option to renew, contract period, and the right to delete any vendor(s) as it deems necessary and in its best interest, also at its sole discretion.

Additional quote procedures for future equipment purchases not already awarded referenced in Section 3, Paragraph 3.0.

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

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

2.8 Intentionally Omitted

2.9 SPECIAL CONDITIONS FOR BIDDING MOBILE EQUIPMENT

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

- 2.9.1 The use of a manufacturer's name, brand name and/or model number within this solicitation is for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design. These references are in no way intended to prohibit the offer of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. When an equal product is offered, the vendor may be required to furnish the factory information sheets (specifications, brochures, etc.) that show the product meets the required specifications. If required, the bidder will be given ten (10) calendar days to submit the information to the County

SECTION 2
SPECIAL CONDITIONS

during the bid evaluation period. Failure to meet this requirement may result in that bid being rejected. The County shall be sole judge of equality or similarity and its decision shall be final.

- 2.9.2 When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that will be accepted by the County.
- 2.9.3 Manufacturer's standard information sheets, catalogues, brochures and all* supporting documentation submitted must show the product meets the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product does not meet the required specifications must be accompanied by a letter on the vendor's company letterhead identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of that offer for failure to meet the required specifications.

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

- 2.9.4 After the offers have been evaluated by the County, the bidder who is the apparent awardee pursuant to Section 2.6 of this solicitation, may be required to demonstrate the equipment which has been proposed for evaluation by, and at no cost to, the County. Should the equipment bid be a custom fabrication or one time build item, the County, at its discretion, may accept a demonstration of similar equipment manufactured by the vendor. The purpose of the demonstration is to observe the equipment in an operating environment and verify its capability, suitability, and adaptability in conformance with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the 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 date stipulated in the notice, the County may elect to reject the offer or to re-schedule the demonstration, whichever course is determined by the County to be in the County's best interest. The County shall be the sole judge of the acceptability of the equipment in conformance with this solicitation and its decision shall be final. Regardless of the unit demonstrated the final delivered product must conform fully to all solicitation requirements.
- 2.9.5 The equipment used for the demonstration will be the same as the manufacturer's model identified in the vendor's offer and meet all specification requirements unless similar equipment is accepted for demonstration purposes as cited above. When similar equipment is not accepted for demonstration the equipment used in the demonstration shall create an express warranty that the actual equipment provided by the vendor during the contract period shall conform to the equipment used in the demonstration. Should that equipment be new, not previously demonstrated and conform with all technical specifications and requirements, the

SECTION 2
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County reserves the right to purchase that equipment upon successful completion of the demonstration and approval of the Board of County Commissioners, if applicable.

EQUIPMENT FURNISHED

- 2.9.6 The equipment furnished by the vendor shall be new and the most recent model available. Demonstrators are not acceptable. Any optional components that are required in accordance with the work tasks described in these technical specifications or within this solicitation shall be considered standard equipment for the purposes of this solicitation. Any optional components that are recommended by the vehicles' manufacturer for the application intended must be included and will be considered standard equipment for the purposes of this solicitation. The application and usage of all components; sub-components or parts must be in accordance with their manufacturers' recommendations as well as the recommendations of all associated component manufacturers. Omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and ready to work unit. The silence of specifications on any point shall mean that only the finest commercial practices of the industry shall apply and all interpretations of the technical specifications shall be so governed. The unit shall conform to all applicable OSHA, State and Federal and ANSI requirements and standards, and DOT regulations. All components and included craftsmanship are to be in accordance with current SAE standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding the best industry standards.
- 2.9.7 The equipment and features required are listed in this solicitation. During the full term of the contract (to include any option to renew periods), the County may, after delivery and acceptance of the initial equipment order, make changes to the required equipment or equipment options supplied provided; such changes are mutually agreed between the vendor and the County, and, all changes in per unit pricing are no more than the actual change in per unit cost that is documented by the vendor, and, that the net amount of any such changes is no more than five percent of the per unit price originally submitted. Solicitations requiring a pre-construction conference, or, the construction and approval of a prototype unit, will be considered in satisfaction of the initial equipment order provision of this paragraph.

VENDOR STATUS

- 2.9.8 Offers will not be accepted for evaluation, which are submitted from sources other than the vehicle's manufacturer or fabricator, or, an approved dealer thereof. The County may require the vendor to furnish authenticating documentation of such status. At such time the vendor shall be given fifteen (15) calendar days to submit the information. Failure to meet this requirement may result in that offer being rejected.

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- 2.9.9 When the bidder is the equipment's manufacturer or fabricator, an approved service facility capable of performing warranty repairs and supplying needed parts must be located in Miami-Dade or Broward County. The service facility will be subject to the approval of the County.

When the bidder is an approved dealer of the manufacturer or fabricator, not located in Miami-Dade or Broward County, they must provide proof of having a mutual agreement with a certified dealer or service facility of the same manufacturer or fabricator located in Miami-Dade or Broward County, capable of delivering and supporting the proposed sale. This facility must be capable of performing warranty repairs and supplying needed parts and will be subject to the approval of the County.

WARRANTY REQUIREMENTS

- 2.9.10 The awarded vendor shall supply and be responsible for the equipment's warranty. This warranty must cover the entire unit bumper to bumper without deductible and have a minimum term from equipment acceptance of twelve (12) months or 2,100 operating hours or 12,000 miles, whichever comes first. When equipment or component manufacturers provide a warranty with coverage in excess of that stipulated herein, that additional coverage shall not be diminished by the requirements of this paragraph. The administration of delayed in-service warranty starts is specifically included. The vendor agrees to third-party warranty claim administration and filing at the discretion of the County.

Prior to the issuance of any equipment order, the County may require the successful bidder and/or the manufacturer they represent, to enter into an in-house warranty certification agreement with the County with terms similar, or comparable to, existing County agreements with GM (all lines), Ford, Daimler-Chrysler, Freightliner, Sterling, Peterbilt, Caterpillar, Labrie, Leach, Vactor, Elgin, Hendrickson, and others.

- 2.9.11 The awarded vendor shall be responsible for promptly correcting any warranted deficiency, at no cost to the County, at a warranty service center that meets the criteria stated in paragraph 2.9.9 within five calendar days after the County notified the vendor of such deficiency verbally or in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor, if the corrections, replacement or repairs are not completed to the satisfaction of the County within five (5) calendar days of receipt of notice. If the vendor fails to satisfy the warranty within the period stipulated 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 the work or items; either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts for a minimum period of sixty (60) months.

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- 2.9.12 The awarded vendor and/or their local service representative may be required, at the discretion of the County and prior to the placing of any equipment order, to enter into an Original Equipment Manufacturer parts and service supply agreement at any time during the useful life of the equipment furnished. This maintenance support agreement would be to supply parts, repairs and training or service at the County's discretion. By the submission of this bid the bidder agrees to enter into such agreement at the County's discretion, with parts and labor pricing at rates no higher than industry standard. A purchase order for such parts and services as may be needed can be issued by the County as part of the scope of this solicitation and any resulting contract.

DELIVERY AND PAYMENT

- 2.9.13 All prices are to be quoted F.O.B. destination. Deliveries are authorized at GSA Fleet Management Shop 3, 8801 NW 58th Street or at another location that may be so designated on the purchase order between the hours of 8:00 A.M. and 2:00 P.M. weekdays. Contact Geoff Murray at (305) 591-9515, forty eight (48) hours prior to delivery.
- 2.9.14 Delivery is required within 280 days from the date that the County department orders the equipment by sending a printed Purchase Order to the vendor. All deliveries are to be made in accordance with the best commercial practices. All equipment delivered must be in full compliance with the specifications and requirements of this solicitation and resultant contract, and must be in excellent condition ready to work condition. Upon verification of compliance with these requirements the County will accept the delivered equipment. See paragraph 2.9.16 for delivery defect correction requirements.
- 2.9.15 Upon failure to deliver the equipment in accordance with best commercial practices, excellent ready to work condition, and full compliance with the specifications and requirements to the County within the number of days stipulated in paragraph 2.9.14., the awarded vendor shall be subject to charges for liquidation damages in the amount of \$100.00 for each unit, per calendar day that the equipment is not delivered in acceptable condition. This charge for liquidation damages is in addition to other remedies and timetable requirements listed in paragraph 2.9.16 below.
- 2.9.16 The vendor shall be responsible for promptly correcting any equipment delivery deficiency, at no cost to the County, within ten calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to correct or replace the defect within the period specified, the County may, at its discretion, notify the vendor in writing that the vendor may be subject to contractual default, and/or debarment as a County vendor if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of notice. If the vendor fails to satisfy the delivery requirements within the period stipulated 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

SECTION 2
SPECIAL CONDITIONS

any additional costs that are incurred by the County either through a credit memorandum or through invoicing. If the vendor fails to honor these re-procurement costs, the County may suspend the vendor from submitting offers on County contracts.

2.9.17 The County shall issue payment within thirty (30) days after completion of both items A. and B. below:

- A. The delivered unit is successfully inspected for compliance with all specifications and requirements and is accepted (including delivery of the required manuals).
- B. All documentation described in the Purchase Order has been received as stipulated therein.

PARTS, REPAIRS AND TRAINING MANUALS

2.9.18 The vendor shall supply the County with a 1 copies of a comprehensive operation manual, and if appropriate, a training manual which describes the appropriate use of the equipment purchased, and 1 copies of a comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased. These are to be supplied by the vendor with the first unit delivered for the components supplied by both the truck and body manufacturer when such is appropriate. Manuals may be on CD, online, or in hard copy form. CD or on-line media is preferred. The County reserves the right to withhold any or all payment until such time these manuals are presented to, and accepted by, the County.

2.9.19 **ALTERNATIVE BIDS**

Alternative bids, as noted in Bid Section 1.3 Sub-Section E are not permitted as part of this solicitation.

MOTOR VEHICLE LICENSE REQUIREMENT

2.9.20 If applicable to this bid, per Chapter 320 of the Florida Statutes, "No motor vehicle, foreign or domestic may be sold, leased or bid for sale or lease in this state unless the Manufacturer, Importer or Distributor of such motor vehicle which issues an agreement to a motor vehicle dealer in this state is licensed under SS320.60-320.70". Bidders submitting offers in conjunction with this solicitation should furnish a copy of this license with the offer, however, the vendor may be given the opportunity to submit the affidavit to the County during the evaluation period. At such time the bidder shall be given fifteen (15) calendar days to submit the license. Failure to meet this requirement may result in rejection of the offer..

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SPECIAL CONDITIONS

PRE-CONSTRUCTION CONFERENCE

- 2.9.21 The bidder selected for award may be required to conduct a Pre-Construction Conference for five (5) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this solicitation. The vendor may select the location of this Pre-Construction Conference subject to concurrence by the County. Any costs incurred by these County officials in conjunction with the Pre-Construction Conference will be borne by the County.

PRODUCTION/PROTOTYPE INSPECTION

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

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

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

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

2.10 **Intentionally Omitted**

2.11 **Intentionally Omitted**

2.12 **Intentionally Omitted**

2.13 **Intentionally Omitted**

2.14 **Intentionally Omitted**

2.15 **Intentionally Omitted**

2.16 **Intentionally Omitted**

2.17 **Intentionally Omitted**

SECTION 2
SPECIAL CONDITIONS

2.18 Intentionally Omitted

2.19 Intentionally Omitted

2.20 **CONTACT PERSONS:**

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Pablo Martinez, at (305) 375-2102, or email – mpablo@miamidade.gov.

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.

SECTION 2
SPECIAL CONDITIONS

Vendor Compliance

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

2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS & OTHER GOVERNMENTAL ENTITIES

The vehicle(s) and material in this solicitation were specifically researched, drafted and prepared by the General Services Administration (GSA) Fleet Management Division (FMD) for use by specific agencies who participate in both light and heavy FMD maintenance and policy replacement programs. Although this solicitation was directed for use by those agencies it is hereby agreed and understood that any other County departments or agencies, or any other Governmental entity, upon written request and (email) approval and authorization of the General Services Administration Fleet Management Division, may avail itself of this contract subject to the terms and conditions herein and below.

When any County department wants to access this contract and does not use the GSA/FMD for its complete light and heavy equipment maintenance services, and/or is acquiring equipment which is not part of the GSA/FMD Policy Trust Fund, a charge equal to one (1) percent of the total purchase price for each and any subsequent transactions covered by this contract will be paid by the accessing agency to the GSA/FMD. The appropriate index code or billing information for the interdepartmental charge must be furnished prior to the approval of ADPICS documents formalizing the purchase are processed through the FMD.

OTHER AGENCIES

Governmental entities external to Miami-Dade County government may access this contract only upon written request and (email) approval and authorization of the GSA/FMD. Under these circumstances both the awarded vendor and the accessing agency agree to pay the an access charge equal to 1% each of the price of each and every purchase order they issue and accept against this contract. The awarded vendor is specifically allowed to raise their price to the external governmental agency by this 1% access fee, if it is so needed to provide for their payment to the County. Payment by both the successful vendor and the accessing agency will be in the form of their checks made payable to the Miami-Dade County Board of County Commissioners and will be mailed to:

Martin I. Dareff, CPPB, CPPO
Fleet Management Division, Ste #2450
111 NW 1st Street
Miami, Florida 33128
fmd@miamidade.gov

SECTION 2
SPECIAL CONDITIONS

The fees listed in the previous paragraph are additional to the Inspector General Audit fees listed in Section 1.26 and the UAP fees listed in Section 2.21.

2.23 WARRANTY

It is a requirement of this solicitation that the cab and chassis manufacturer have a contracted "in house" warranty service center status with Miami-Dade County with third party filing privileges. Manufacturers not having such contracted agreement in place at the time of the bid opening will NOT be considered for evaluation or award and will be rejected. Presently Chevrolet, Dodge, Ford, MB, GMC, Freightliner, Sterling and Peterbilt hold such approved agreements.

SECTION 3
TECHNICAL SPECIFICATIONS

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

3.0 GENERAL REQUIREMENTS:

These specifications shall be the minimum requirements for various truck cranes and related truck equipment that may be constructed by the County using the cab and chassis requirements listed. When truck equipment similar to those solicited in this ITB is needed, a quotation request will be sent to the pool of awarded vendors. Vendors are advised that quotation requests that are not in excess of \$250,000 in total value may be conducted by the Fleet Management Division of Miami-Dade County. Quotation requests that exceed \$250,000 in total value will be conducted by the Department of Procurement Management (DPM). These vendors will then respond as appropriate using the specifications herein as the minimum for the cab and chassis and then including a crane, aerial, or other truck mounted device of the type and capacity requested. Unless otherwise specified these units shall be operated in on-road and off-road conditions. All quotations made will meet the minimum requirements listed below unless it is specifically stated otherwise in the quotation request. Any quotation submitted which does not meet the minimum requirements stated below, except where changes were stated within applicable quotation request, will not be considered for award. Award resulting from any quotation request will be made to the lowest priced responding firm that is offering a vehicle that fully complies with the technical requirements stated either below, or as changed within the specific quotation request.

3.1 OPERATION AND ROAD SPEED:

These units quoted for this solicitation shall be used for varying functions and vocational purposes within Miami-Dade County on paved and off road conditions as may be cited in the individual crane requirements. All vehicles proposed shall be geared to run as close to but no less than 66 miles per hour as shown on the Allison iSCAAN (as defined as having positive gradeability at 66 miles per hour) and will be engine governed to 56 - 58 miles per hour unless stated otherwise in any subsequent quotation request.

3.2 CHASSIS AND FRAME:

1. G.V.W.R. will range from 33,000 pounds to 63,965 pounds and will be specified in the individual unit requirements and any subsequent quotation request.
2. Minimum R.B.M. as appropriate and recommended by the manufacturers of the cab and chassis and body used in and for the vocation and application intended.
3. Standard front bumper and ICC rear bumper.
4. Cab to axle (CA) dimensions as recommended by the cab and chassis and body manufacturers for the vocation and application intended.

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3.3 CAB:

Cab over or conventional cab design as requested in the quotation request with the following supplemental requirements:

1. Bostrom 915-E mid-back air suspension driver's seat and the manufacturer's standard passenger seat, with OEM installed seat belts.
2. Wide view type windshield with tinted safety glass all around.
3. The cab shall be insulated against heat, cold and noise.
4. Armrests, a dome light, sun visors, a map compartment, AM-FM radio, spare power point and non-skid rubber floor mats over a non skid rubber covered floor, multi speed windshield wipers shall be furnished.
5. 6" X 16" stainless steel mirrors and 8" spot mirrors mounted on the left and right sides of the cab and exterior grab-handles. Manufacturer's who offer mirror combinations with supports built into the cab body that perform the same functions shall be acceptable. Final locations of all mirrors shall be subject to County approval.
6. Scale reading cab instrumentation, which includes an ammeter or voltmeter, speedometer with odometer, tachometer, Hobbs hour meter, oil-pressure, water temp, fuel, transmission temperature and air-pressure gauge, with a visual alert indicator and an audible alarm, are required. Where truck manufacturer or engine electronics include these functions in dashboard numerically reading displays those displays shall be acceptable.
7. A spot marker consisting of a spring base mounted fiberglass rod mounted on the outer edge of the right front bumper and visible from the driver's seat shall be furnished.
8. Maximum decibel rated roof mounted single trumpet single base air horn shall be furnished. Final horn location shall be approved at the prototype inspection.
9. Tinted glass on all windows, including windshield.
10. Exterior grab handles, installed on both sides.
11. A 5-pound (minimum), ANSI/U.L. approved, A B C rated and dry chemical fire extinguisher shall be mounted on the floor next to the driver's seat. Said fire extinguisher shall be easily accessible by opening the driver's side door. The fire extinguisher shall be tested to ANSI/UL 711 and ANSI/UL 299 marine type U.S.C.G.

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3.4 AIR CONDITIONING:

Manufacturer's standard factory installed system with air filter.

3.5 LIGHTS & REFLECTORS:

Shall meet F.M.V.S.S. and Florida D.O.T. regulations. LED lighting shall be used wherever possible for colored lights.

3.6 COOLING SYSTEM:

Maximum cooling capacity within the manufacturer's recommended range, with all related components selected to afford maximum cooling with a recovery system for overflow.

1. An anti-freeze and water-conditioning filter, if available, or supplemental additive system.

3.7 ENGINE:

An EPA NCP-free production version of a turbocharged diesel, meeting criteria numbered 1 through 4, directly below, and generating sufficient horsepower and torque to provide the performance criteria identified in numbers 5, 6 and 7, also below.

1. All engines proposed must have no less than a five (5) year 250,000 mile extended service coverage warranty providing for no deductibles and 100% coverage.
2. Miami-Dade County must have the engine manufacturer's or manufacturer's distributor written approval at the time of the bid opening to modify oil drain intervals for the purpose of extending oil change/drain intervals for however longer satisfactory individual oil sampling analysis reports continue, without impact to warranty coverage. The engine offered must be capable of supporting extended drain intervals for a period of no less than one year.
3. Miami-Dade County must have a written agreement with the engine's manufacturer or manufacturer's distributor to provide free quarterly oil analysis reports (including sample kits) for each engine purchased for no less than the first 5 years of it's in service life at the time of the bid opening.
4. Miami-Dade County must have the engine manufacturer's or manufacturer's dealer direct filing "in-house" contract warranty status at the time of the bid opening. This status shall be valid for either County or third party generated claims, at rates no lower than 80% of the engine's dealer or distributor (whichever is higher) labor rate charges to the County. The certification shall be for no less than work equal to level one (engine exterior, diagnostics, switches, solenoids, clamps, etc.) for the minimum five year warranty period.

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5. Minimum starting gradeability of 30% forward and reverse for on road only vehicles and 44.0% forward and reverse for vehicles specified as on/off road vehicles.
6. Positive gradeability at 56 miles per hour of no less than 5%.
7. Zero miles per hour to 56 miles per hour acceleration time under 70.0 seconds.

NOTE: Where EPA regulation changes mandate changes to engines or engine designations the vendor may propose, subject to County acceptance, alternate engines to those originally furnished meeting contract and iSCAAN requirements, provided such alternates do not result in additional costs to the County beyond the changes in cost to the dealer.

NOTE: The Caterpillar C-7, C-9, C-11, C13 and C15 engines currently meet criteria #1. through #4. above. Engines not meeting the criteria identified in #1 through #4 above will not be afforded award consideration.

3.8 TRANSMISSION:

Allison automatic in close (for on highway or on road) or wide ratio (for on/off road or on/off highway) or as specified in the quote request. All transmission supplied will be in six (6) speed configuration with an external cooler and Allison push button selector mounted either in the dashboard or another mutually agreed location which shall not interfere with the operator's hands or feet. A written Allison five (5) year ETC 100% coverage warranty shall be supplied for each vehicle purchased. All transmission mountings shall be in accordance with all transmission and truck manufacturer's recommendations and the lowest point of the transmission and attendant lines shall not be below the lowest point of the rear axle housing and shall be engineered for maximum ground clearance. The transmission oil cooler shall enable dissipation of the proper B.T.U.'s for extended function at maximum torque stop and go conditions.

- 3.8.1. Submit an unflagged iSCAAN printout for each of the vehicles proposed verifying compliance with the performance requirements cited in paragraph 3.7, using vocation 14-55-12 or other vocation that may be specified in the quotation request and the criteria cited below.

1. Actual GVW Bid complete with all components and a full load when and if stipulated. When not stipulated use the GVWR for iSCAAN load purposes.
2. Actual rear axle ratio.
3. Frontal area of 96 square feet
4. Clutch fan, air compressor, power steering, air conditioner @ a 10 hp deduct and the alternator are engaged. Use Allison's standard parasitic deductions for all items, except air-conditioning.

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5. Use Allison standard iSCAAN drive line efficiency for the single rear axle truck and/or a tandem rear axle truck as required for the unit being proposed. Use a traction limit coefficient of .7000, a road surface factor of 1.000, an air resistance coefficient of .8000 and the transmission, torque converter and tires specified. Tire iSCAAN rev/mile is specified for the tire size specified as required in paragraph 3.12. Use the correct number of tires on the ground and the drive axle weight shown on the fully loaded weight distribution chart.
6. Standard profile radial tires.

3.8.2. Additional related equipment shall be furnished as follows:

1. If not provided by engine electronics, an automatic safety device shall be installed and adjusted to prevent engine damage in case of oil pressure failure, cooling system overheating or low coolant level, by stopping the engine. This system shall include a brief duration emergency override for safety purposes.
2. Fuel filtration as recommended by the engine's manufacturer.
3. Webb 710 or 712 non-heated fuel/water separator, if available, or a Davco 382 Fuel-Pro or Fleetguard #FS1201.
4. Air filter with dash mounted air restriction indicator.
5. Electronic fly by wire accelerator linkage.
6. Unless otherwise noted, where the quotation request states the vehicle may be used on a landfill or in on/off road applications, the successful bidder will be required to furnish a frame mounted skid plate to protect the engine and transmission fabricated from 3/16" steel plate. The skid plate design shall provide maximum ground clearance without restricting engine access or cooling and be a bolt on/off type. The skid plate shall provide access to any filtration or drains it restricts access to. If not available directly from the truck's manufacturer, the bidder shall provide details and drawings of the proposed local installation with your bid. All designs and mountings shall be subject to review, approval or change by the Fleet Management Division.
7. Puradyn PFT40 oil filter installed in a location mutually agreed.

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

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3.9 FRONT AXLE AND SUSPENSION:

Rated minimum capacity from 10,000 lbs. to 20,000 lbs. as recommended by the manufacturer for this application and required by FDOT for the weight to be carried with 10 stud drums and non-aluminum hubs. All components provided will have a minimum manufacturer's rating of 115% of the expected front loading shown on the loaded weight distribution chart.

3.10 REAR AXLE AND SUSPENSION:

Rated minimum capacity from 23,000 to 46,000 pounds recommended by the manufacturer for this application and as required by FDOT with 10 stud drums and non-aluminum hubs. All components provided will have a minimum manufacturer's rating of 115% of the expected rear loading shown on the loaded weight distribution chart.

3.11 WHEELBASE AND STEERING:

Wheelbase shall be reviewed and selected by the manufacturers involved to provide the optimum chassis dimensions for the vehicle proposed. Where frame rails must be cut, channeled, notched or modified in any fashion other than standard drilling to mount an ancillary item or tank, written approval of the County to do so must be obtained in advance.

Vehicle shall have a steering power system designed for vehicles of this dimensional size, weight and type of service with all front wheel, axle and suspension components selected to provide maximum safe wheel cramp angle and resulting minimum turning circle radius within the capacities and dimensions specified.

3.12 WHEELS AND TIRES: NO SUBSTITUTION ALLOWED:

All tires furnished must be Michelin, Goodyear or Bridgestone branded and speed rated for no less than 65 mile per hour operation. Trucks rated up to and including 35,000 lbs. GVWR will use G rated 11R22.5 tires at all positions with a tread pattern selected as appropriate for the on road or on/off road application. All 12R22.5 tires furnished will be load rated H with a tread pattern selected as appropriate for the axle position and on road or on/off road application. All sizes larger than 12R22.5 will be load rated L with a tread pattern selected as appropriate for the axle position and on road or on/off road application.

Trucks GVWR rated from 35,001 lbs. through 58,320 lbs. will use 12R22.5 tires at all positions.

Trucks GVWR rated 58,321 lbs. through 59,730 lbs. will use 315/80R22.5 front tires and 12R22.5 rear tires.

Trucks GVWR rated 59,731 lbs. through 62,150 lbs. will use 385/65R22.5 front tires and 12R22.5 rear tires.

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Trucks GVWR rated 62,151 lbs. through 63,965 lbs. will use 425/65R22.5 front tires and 315/80R22.5 rear tires.

All wheel widths will be selected in accordance with the recommendations of the tire manufacturer. Front wheel offsets shall be selected to provide maximum turning cramp angle on the axle used within the wheel width recommendations of the tire manufacturer.

3.13 FUEL TANK(S):

Two all steel tanks or all aluminum tanks totaling no less than 100 gallons. Where the mounting of hydraulic or other fluid tanks prohibits 100 gallons of fuel being carried the minimum capacity will be 70 gallons.

3.14 EXHAUST:

Unless noted in the quotation vertical is the required standard.

1. When horizontal routed to a point of exit just before the curb side rear wheels.
2. When vertical to a height 12 inches higher than the highest point of the body but no more than 12' 10" from ground level with an elbow at the top of the stack and a stainless steel or aluminum protective exhaust guard installed so as to completely prevent burns or injury to anyone entering the cab.

3.15 ELECTRICAL:

A twelve (12) volt system with no less than a 140-ampere alternator and 1800 CCA batteries. All copper wiring with each wiring circuit protected by a resettable circuit breaker to which easy access is afforded. A pigtail type connection to the body shall be provided.

1. A quick connect battery jumper connection shall be provided at a location near the battery box, which shall be finalized at the pre-construction conference.
2. A battery disconnect switch with an amber indicator light to show power on, located at the top of the battery box, so as to be plainly visible from the side of the truck.
3. Provide a J port and an additional power point conveniently located in the cab on a separately fused 20 amp circuit.

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3.16 LINES, FITTINGS & WIRING:

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

3.16.1 As-built schematics for electrical, air and hydraulic systems shall be furnished with the delivery of each order or equipment type. Any subsequent deliveries of identical equipment under this contract shall be built to match with any and all changes requiring a new set of revised schematics and as built drawings/manuals.

3.17 FLAPS:

Truck manufacturer shall supply the appropriately mounted regulation size anti-sail flaps suitable for use in conjunction with mud flaps mounted front and rear of the front wheels.

3.18 TOW HOOK:

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

3.19 TOWING PACKAGE: PINTAL HOOK ELECTRIC PLUG IN & AIR SUPPLY:

If a towing package is requested it will conform to the following requirements or any other requirements as may be stated in the quote request.

1. Pintle hook, installed, shall be swivel type and have a capacity of 10,000 pounds Gross trailer weight and 2,000 pounds vertical load minimum.
2. Provide both 5 pin and seven pin electrical plug-ins with dirt cover, installed in accordance with standard practices.

3.20 DRIVELINE:

Ratings and capacities as recommended by the manufacturer for the application and capacities intended.

3.21 BRAKES: "S" Cam with all wheel ABS.

1. Front Axle - Largest capacity brake linings recommended for the axle selected with Type - 20 or equal brake chambers.
2. Rear Axle - Largest capacity brake linings recommended for the axle selected with MGM Type-30 or equal spring set brake chambers on both rear axles.

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3. Bendix - NO SUBSTITUTION. AD-IP air dryer and minimum 13 CFM compressor for trucks up to 35,000 lbs. GVWR and 15 CFM compressor for trucks 35,001 lbs. GVWR and greater.
4. Maximum capacity air reservoir(s) equipped with automatic draining capability and pull cord drain valves conveniently located.

3.22 ENGINE OVERSPEED:

When required by the hydraulics to operate hydraulic requirements they will be provided by engine electronics. NO SUBSTITUTION.

3.23 BACK-UP ALARM:

1. Velvac, Preco or other equal self-adjusting volume type, meeting current SAE loudness standards.
2. The alarm shall be activated when the vehicle transmission selector is placed in the reverse position.
3. The alarm shall be connected to the back-up light circuitry and produce a clear intermittent sound conforming to applicable OSHA and SAE standards.

3.24 WATER KEG RACK:

Required if requested and to be installed under flat bed body mounted on the right side, as close to the cab and fuel tank as possible.

- a. The dimensions shall be 16" X 16" X 16", with retainer chain & clip.
- b. Keg shall be easily removable by means of releasing the chain and clip.

3.25 TOOL BOX:

Required if requested and will be a Knapheide Roughneck #TB24-, with dimensions of 24" long by 18" wide by 18" deep. "NO SUBSTITUTION" mounted under the body on the right side next to the water keg.

3.26 PAINT AND RUSTPROOFING:

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

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

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

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

- A. P.P.G. Durethane 750/1000 Basecoat Clear coat process shall be accepted for use on this vehicle.
- B. The Imron 6000 Basecoat Clear coat process shall be accepted for use on this vehicle.
- C. Other primer and finish coat applications of equally high quality that may be approved by the County. Requests shall be tendered at the Pre-bid Conference and specifically approved by the County in writing prior to the bid opening. Alternate color choices to approved coating systems may be named by the County at a later date for use by Water and Sewer, Aviation, Public Works or other departments that may require specialized colors or applications.
- D. In Section A., B. or C. the County requires the unit(s) to be guaranteed against peeling cracking or oxidation for a period of one (1) year from date of acceptance.
- E. The bidder shall be responsible for the application of rust and corrosion protection and shall warranty the entire vehicle for a five (5) year period. The warranty shall protect all underside surfaces excluding fiberglass and driveline. All closed in areas such as roof ribs, body posts, support pillars, rocker panels and all other areas subject to rusting from the inside out, that have not been treated at the time of manufacture, shall be drilled, treated and plugged as required. The warranty shall require the complete repair of any rust or corrosion damage that occurs in the five (5) year warranty period. The bidder shall provide any periodic services required to maintain warranty coverage.

3.27 YOUR SUBMISSION:

All proposals and future quotations furnished shall be accompanied by a dimensional chart for the vehicle proposed, a wall to wall and curb to curb turning circle chart, a loaded and unloaded weight distribution chart and an Allison iSCAAN for the vehicle proposed. Lift charts plainly showing the units rating and capacities at varying heights and distances from the rotational center of the crane or aerial will be furnished. To facilitate evaluation please submit separate pages for the dimensional drawing, turning circle chart, weight distribution chart and lift capacity charts.

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- 3.28 The truck specifications above will apply to all trucks solicited and purchased under this pool contract regardless of the body they are to be supplied with. Any truck OEM tendering a responsive bid to any of the four items in the initial solicitation will be pre-qualified to be part of the pool of vendors who will be contacted should future quotes under this solicitation be needed by Miami-Dade County.

3.29 **DEVICE REQUIREMENTS:**

All crane or aerial devices proposed under this solicitation must be manufactured in North America or Canada. All aerial device awards will require the awarded bidders to furnish an ANSI Certification of Testing and Compliance with the ANSI Stability Requirements listed in ANSI /SIA A92.2-2001 4.5 (4.5.1., 4.5.2., and 4.5.3.). at the time of delivery of the unit. Those standards and requirements have been reprinted at the conclusion of this specifications text. Vehicles delivered without said Certification will not be accepted by Miami-Dade County. All cranes proposed and furnished under this solicitation must provide for no less than a 15% spare capacity from the crane's lifting requirements stated in the specifications and the cranes capabilities as published in the unit's load chart. At time of delivery all cranes will be delivered with a Certification of Compliance with ANSI Safety Inspection requirements and Certification of Compliance and/or testing with any KV Isolation requirements.

A. **TRUCK A** – This crane truck will be operated in both on highway and off road conditions throughout Miami-Dade County. It is used to carry guardrails for on-site installations.

A.1. This bid will be based on iSCAAN vocation 14-55-12 and the on/off road performance requirements.

A.2. Conventional cab configuration with high back driver's seat.

A.3. Supply a power divider which affects and manages power to all rear axles so they act as a no spin unit.

A.4. **Flat Bed Body:** Supply an 8 gauge hi-tensile (minimum 45,000 pounds per square inch yield strength) steel diamond plate bed no less than 26.6 feet long with 24" stake sides. A cab protecting front bulkhead from the same material designed for maximum cab protection without restricting rearward vision is required. Bed shall be constructed with properly sized and spaced I-beam structural steel longitudinal beams and I-beam structural steel transverse members for the load expected. All welding must be continuous.

a. Full width steel diamond plate power tailgate with a 2000 lb. minimum capacity.

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- b. All lights and reflectors shall be installed in shock-mounted recess fixtures, in accordance with SAE/ICC Regulations. A six LED strobe independently actuated system will be provided with body mounting locations identified at the pre-construction conference. A cab rooftop LED strobe warning system will be provided with manufacturer and model number provided at the pre-bid conference.
- c. Stakes shall be constructed so as to allow the addition of 2" x 6" sideboards up to the maximum 24" height at the left and right sides and rear.
- d. Compute expected GVW based on a maximum expected load inof the bed of 5,000 lbs. of guard rails + 2,500 pounds of tools and equipment + 1,000 lbs of wood blocks.

A.5. Crane: Full hydraulic operation knuckle boom design with 360 degree rotation capable of working directly truck side. Crane shall be front mounted as close to the bulkhead as practical in keeping with maximum access for service. Appropriately sized full hydraulic operation outriggers which provide 31" of ground clearance during deployment are to be mounted behind the cab.

- a. Minimum lift capability which include a 20% spare capacity is 720 lbs. @ 27 feet from the cranes rotational center and 7,200 pounds at 10 feet from the cranes rotational center. Minimum lift capacity shall be in addition to any capacity required for the weight of a mounted winch. Specify winch weight with your bid.
- b. Crane must meet OSHA and ANSI/ASME requirements and an ANSI Stability Certification test must be done with Certification furnished at delivery.
- c. Winch: A hydraulic powered winch which attaches to the jib or jib extension and provides a pulling capacity of 4,000 pounds is required.
- d. Wireless remote control for all crane functions shall be supplied with a 50' reach.

A.6. Clearance Indicators: Front clearance indicators factory or dealer installed. Indicators shall be 36 inches in length located on the left and right front corners of the vehicle.

A.7. Towing Package, Water Keg and Tool Box: Supply per specifications.

B. TRUCK B – The normal daily task assigned to this unit is the transportation, lifting and lowering of a fully loaded air boat with air drive motor and spray apparatus into and out of County maintained canals by means of a crane mounted on the chassis. This will require these vehicles to operate both on and off highway as well as on hard packed off road canal shoulders.

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- B.1.** The vehicle will have a stake body with a length of 22 feet constructed of 8 gauge hi-tensile (minimum 45,000 pounds per square inch yield strength) steel diamond plate bed appropriately constructed to withstand the loads and work that will be performed. A 40-inch high front bulkhead and non-slip surface is required.

Crane unit is to be mounted behind the cab in front of the stake body to the chassis, which will have an RBM rating of no less than the crane manufacturers recommended minimum for this application.

Twenty-four inch high removable side rails shall be installed at the sides and rear to prevent loose objects from falling off the stake body during site-to-site transport and allow loading and unloading of the airboat

- B.2. Stake Body:** Maximum 24 inch high racks must be installed on both sides and rear. Racks must have no less than 3 horizontal slats supported vertically. Racks shall be vertically supported at both ends of each rack and have a maximum unsupported length of 44-inches. All racks must lock into pockets and lift out individually. Each rack section must connect to the adjoining section with a quick-release gate latch.

- a. The bed shall be accessible by means of a removable aluminum ladder that can be easily attached to the rear of the bed (see photo 1). The ladder shall be a minimum of 38-inches high, 12-inches wide, have three rungs spaced every 12 inches, and be capable of supporting 300-pounds. Top rung shall be no less than 17-inches below the top of bed. The ladder shall be stored under the bed (see photo 2) and shall be locked in place by means of a mechanical quick-release pin(s) see photo 3.

Photo 1:

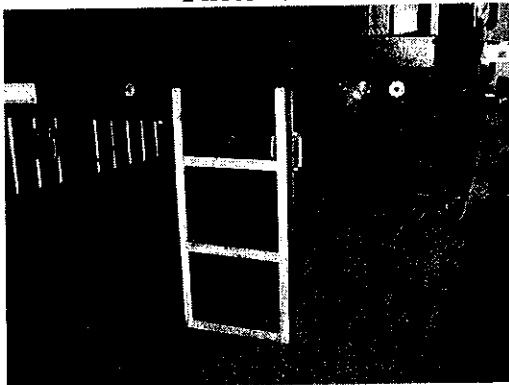
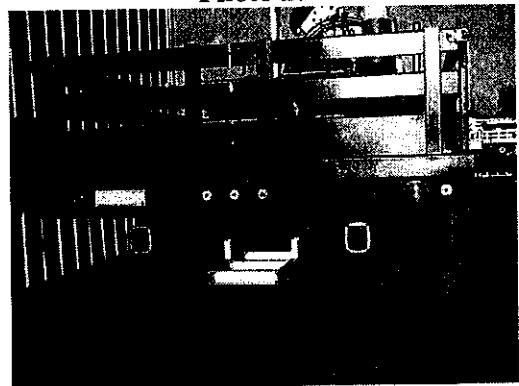
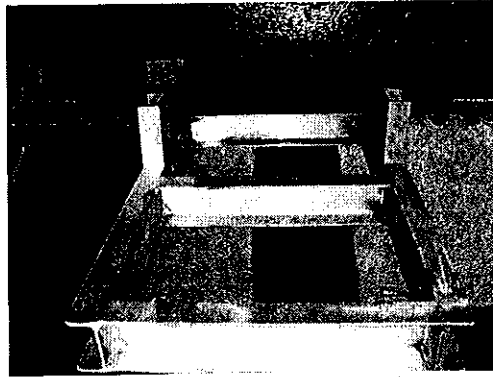


Photo 2:



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Photo 3:



- b. Six body mounted LED strobe lights controlled by a separate switch conveniently located in the cab shall be mounted on the body at locations identified in the pre-construction conference. The strobes will be Peterson Manufacturing Piranha brand LED strobe units 794A-2.
- B.3.** Front axle and suspension shall have a minimum rated capacity no less than 20% in excess of the weight loading shown on the loaded weight distribution. Installation will be as recommended by the manufacturer for this application with 10 stud drums and non-aluminum hubs.
- B.4.** Rear axle and suspension shall have a minimum capacity of 46,000 pounds. Furnish a "No - Spin" or automatic positive locking differential.
- B.5. Crane Requirements:** This work is to be performed without exceeding 85% of the crane boom load rating and without the aid of a winch.

The truck mounted crane must be capable of lifting the boat weighing 3600 pounds by means of a 4 point spreader with a vertical distance from the keel of the boat to the lifting "O" ring is 62 inches), from the center of the truck bed, upon clearing the truck side racks a minimum of 6 inches then rotate and extend outward over either side and/or over the rear of the truck as needed to a maximum distance of 35 feet from the center of rotation. The crane will then place the boat into the canal, which will be, located no more than 20 feet below the truck bed.

- a. Full hydraulic operation is required.
- b. Crane must be capable of rotating no less than 360 degrees fully loaded.
- c. Crane will be equipped with a cable winch capable of lifting no less than 3600 pounds with a single part block at a distance of 35 feet in any direction from the rotational center.
- d. All crane functions shall be controllable at a control panel at the truck and by means of a wireless remote control operable 50 feet from the truck.

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- e. Crane will be equipped with an alarm overload protection system.
- f. Crane must meet OSHA and ANSI/ASME requirements and an ANSI Stability Certification test must be done with Certification furnished at delivery.

B.6. Outrigger Requirements: Since this operation must be performed in close proximity to roadside guardrail, outriggers will be full hydraulic beam type and extend first out, with no less than 30 inch clearance to ground level, and then down with these functions individually hydraulically controllable.

B.7. Water Keg Rack and Tool Box: Supply per specifications.

C. TRUCK C - The normal daily work assigned to unit is to lift buckets of collected sewer sludge out of collection tanks and return empty buckets to the inside floor of the tanks for refilling. This unit is operated on paved roads to relocate from work site to work site but may be operated on packed gravel or other unpaved surfaces during physical operation. The unit is also used to move mobile equipment such as Bobcat mini-loaders into and out of these collection tanks to assist in the in tank work.

C.1 Chassis: The vehicle will have a chassis engineered and constructed with sufficient RBM's so as to produce a unit with 5% minimum spare RBM capacity from the manufacturer's recommended minimums of a unit of this capacity.

An extending multi-section boom crane operated from an enclosed and air-conditioned cab mounted in accordance with the manufacturer's recommendations near the middle or middle/rear of the flat bed is required. A 3/16" diamond plate flat bed with 4" perimeter containment lips is to be fabricated around the crane and cab so as to contain loose tools and work accessories and provide a reasonable walk around and maintenance area. A space will be provided on the flat bed to transport a 4' X 6' sludge bucket weighting 500 pounds with appropriate "I" hook tie downs. Exact location and tie downs will be agreed at the pre-construction conference with the successful bidder. The flat bed design shall provide ladder assist and handholds or railings for the operator so as to maximize safety and entry/exit access from the flatbed and crane's cab area to and from the ground.

C.2. Cab: Conventional style with Bostrom mid-back air suspension driver's seat and standard passenger seat manufacturer's passenger seat or current production equivalents with seat belts.

C.3. Front Axle and Suspension: Rated minimum capacity no less than 12% in excess of the weight loading shown on the loaded weight distribution chart

C.4. Rear Axle and Suspension: Rated minimum tandem capacity of 40,000 pounds.

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TECHNICAL SPECIFICATIONS

C.5. Crane Work Requirements: This work is to be performed without exceeding 90% of the crane boom load rating and without the aid of a winch. The crane's hydraulic system is to be powered by the truck's engine either through a front pump or via a transmission mounted PTO.

This truck-mounted crane must be capable of lifting 8,000 pounds from ground level to a height of 30 feet. This lift is accomplished using a lifting mechanism 15 feet long requiring the boom's tip height during this lift to be no less than 45 feet from ground level. This lift is performed 30 feet from the crane's rotational center. It is operationally required that the unit be capable of performing this lift and lowering cycle at any point in a 360 degree span. Furnish your proposed units lift charts with your bid proposal.

- a. Full hydraulic operation is required.
- b. Crane must be capable of continuous 360 degree rotation fully loaded.
- c. Crane will be equipped with an audible alarm overload protection system.
- d. Crane will be operated from an enclosed air-conditioned cab located and designed so as to provide maximum ergonomic and climate comfort and safety for the operator. Feather touch type controls for maximum control over load movements is required.
- e. The cranes hydraulic system will have a supplemental external hydraulic fluid cooler suitable for maintaining proper operational temperatures in maximum load and high ambient temperature operating conditions. The hydraulic system shall have maximum manufacturer's recommended filtration with magnetic strainers if available.

C.6. Outrigger Requirements: Since this operation must be performed in close proximity to a sludge holding and collection tank the outriggers will be hydraulic beam type and extend first out, and then down with these functions individually hydraulically controllable. The outrigger span shall be no greater than 20 feet fully extended. Units requiring a greater span may be bid, however, for each foot of additional span required a foot must be added to the distance of lift from the rotational center of the crane.

C.7. Water Keg Rack and Tool Box: Supply per specifications.

C.8. Options: Provide prices for these options for this crane (C.) in your bid proposal.

- a. Load moment indicator device that reads out relative loading.
- b. Hot shift power take off.
- c. Steel one-man basket.

SECTION 3
TECHNICAL SPECIFICATIONS

- d. Jib of no less than 30 feet in length.
- e. 5/8" Spin resistant cable.
- f. Two part block.

C.9. Options: List all other crane or outrigger options available for Crane C. and their prices.

D. TRUCK D (POST DRIVER VEHICLE): This vehicle will be equipped with a GRT Utilicorp (330-264-8444) Hydraulic Post Driver Model UTHPD with 17 foot leads, a 1500 pound hammer, a hydraulic hammer raising cylinder, 80 gallon capacity oil tank with heavy duty oil cooler, follow block for interchangeable driving heads, reversible foot for driving behind string line or guardrail, cable sheaves w/bearings and cable spool with 150' of 1/2" cable. Bidding an equal product requires approval at this bids pre-bid conference.

D.1. Body supplier will furnish: 8 gauge steel diamond plate flatbed platform with stacked hydraulic motor, brake and gearbox with heavy duty sprocket and chain, heavy duty turntable ring w/heavy duty nylatron wear plates, HD counterweight box, fore and aft movements, FDOT lighting, manual spring lockouts, mudflaps, John Deere 80 HP 4045D 4 – cylinder diesel powering engine w/P50 hydraulic pump, scat operators seat, underbody tool boxes, heavy duty post puller with HD chain and post clamp for 4 x 6 and 6 x 6 steel posts and adaptors that may prove required at the pre-construction conference held with the successful bidder. A 12" auger is required with the body supplied.

D.2. Options will be quoted as follows: Bidding an equal product requires approval at this bids pre-bid conference.

- a. Installed remote control
- b. Model UT5060 SC Driver Hydraulic Drill attachment complete with hydraulic feed and rotation. Include 3" Kelly bar/w removable lower stabilizer bearing and one bullet tooth auger w/2" hex hub. 5,000 lbs. of digger rotation force is required with a 60 inch digging depth with the capability to operate with a 16" auger.

D.3. Truck requirements: C-7 250 horsepower with more than 500 ft. lbs. of torque and a 102" CA.

D.4. Water Keg Rack and Tool Box: Supply per specifications.

SECTION 3 TECHNICAL SPECIFICATIONS

6

ANSI/SIA A92.2-2001

manently marked and shall not require continuous actuation for a stop condition. At the lower controls, the override control may be used as an emergency stop provided it is clearly identified as an "emergency stop".

4.3.5 Outrigger Controls. When the aerial device is equipped with outrigger controls, these controls shall be guarded to protect against unintentional operation, and shall return to neutral when released by the operator.

The controls shall be located so that the operator can see the outrigger being operated.

4.3.6 Winch Control. If the aerial device is equipped with a material handling winch at the upper boom, it shall have both upper and lower controls to operate the winch.

4.4 Travel Securing Device.

4.4.1 Ladder Securing Device. Aerial ladders that are counterbalanced for ease in raising to, and lowering from, an operating position shall be equipped with a device to secure the ladder in the traveling position.

4.4.2 Boom Securing Device. Aerial devices shall be equipped either with a device(s) to secure the boom(s) or shall be designed to ensure that the boom(s) remain in the cradled position when in transport.

4.4.3 Platform Security. Platforms shall be designed to withstand vibration and shock loading during travel.

4.5 Stability.

4.5.1 Stability on Level Surfaces. Each aerial device, when mounted on a vehicle meeting the manufacturer's minimum vehicle specifications, without readily removable tools and material and used in a specific configuration, shall comprise a mobile unit capable of sustaining a static load one and one-half times its rated load capacity, in every position in which the load can be placed within the definition of the specific configuration, when the vehicle is on a firm and level surface.

The load shall be applied at one and one-half times the platform capacity at the center of the platform simultaneously with one and one-half times the lifting attachment supplemental capacity in its position of maximum overturning moment when so equipped.

Simultaneous application of platform capacity and supplemental capacity shall be done only on aerial devices that are designed to be used in service with both types of load applied simultaneously.

If having the outriggers or other stabilizing com-

ponents utilized is part of the definition of the configuration, they shall be so utilized according to the manufacturer's instructions for purposes of determining whether the mobile unit meets the stability requirements.

4.5.2 Stability on Slopes. Each aerial device, when mounted on a vehicle meeting the manufacturer's minimum vehicle specifications without readily removable tools and material and used in a specific configuration, shall comprise a mobile unit capable of sustaining a static load one and one-third times its rated load capacity in every position in which the load can be placed within the definition of the specific configuration when the vehicle is on a slope of 5 degrees in the direction of least stability. The load shall be applied at one and one-third times the platform capacity at the center of the platform simultaneously with one and one third times the lifting attachment supplemental capacity in its position of maximum overturning moment when so equipped.

If having the outriggers or other stabilizing components utilized is part of the definition of the configuration, they shall be utilized according to the manufacturer's instructions for purposes of determining whether the mobile unit meets the stability requirements.

Simultaneous application of platform capacity and supplemental capacity shall be done only on aerial devices that are designed to be used in service with both types of load applied simultaneously.

4.5.3 Effects of Stability Test. None of the stability tests described in 4.5.1 and 4.5.2 shall produce instability of the mobile unit or cause permanent deformation of any component.

During the stability test, the lifting of a tire(s) or outrigger(s) on the opposite side of the load does not necessarily indicate a condition of instability.

4.6 Bursting Safety Factors. All hydraulic components whose failure could result in motion of the platform(s) or material lifting device or both shall have a minimum bursting strength of at least four times the operating pressure for which the system is designed.

All other hydraulic components normally rated according to bursting strength, such as hoses, tubing, and fittings, shall have a minimum bursting strength of at least three times the operating pressure for which the system is designed.

All other hydraulic components normally rated according to performance criteria, such as rated flow and pressure, life cycles, pressure drop, rpm, torque, and speed, shall have a minimum bursting strength of at least two times the operating pressure for which

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



OPENING: 2:00 P.M.
WEDNESDAY
OCTOBER 26, 2005
BID NO.: 1745-4/10-OTR

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
P.M. Bids & Contracts Division

Date Issued: 10/07/05

This Bid Submittal Consists of
Pages 31 through 35

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

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

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

DO NOT WRITE IN THIS SPACE

ACCEPTED _____ HIGHER THAN LOW _____

NON-RESPONSIVE _____ UNRESPONSIBLE _____

DATE B.C.C. _____ NO BID _____

ITEM NOS. ACCEPTED _____

COMMODITY CODE: 070-54

Sr. Procurement Contracting Agent Pablo Martinez

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON PAGE 35 OF SECTION 4, BID SUBMITTAL FORM SHALL
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 35 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE

BID SUBMITTAL FOR:

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

FIRM NAME: _____

ITEM NO.	ESTIMATED QUANTITIES	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1.	1 Each	Truck A., as per Section 3, Technical Specifications.	\$_____ Each	\$_____
2.	1 Each	Truck B., as per Section 3, Technical Specifications.	\$_____ Each	\$_____
3.	1 Each	Truck C., as per Section 3, Technical Specifications.	\$_____ Each	\$_____

OPTIONS: Provide prices for these options for Truck crane (C)

- a. Load moment indicator device that reads out relative loading. \$_____
- b. Hot shift power take off \$_____
- c. Steel one-man basket. \$_____
- d. Jib of no less than 30 feet in length. \$_____
- e. 5/8" Spin resistant cable \$_____
- f. Two part block. \$_____

4. 1 Each Truck D., as per Section 3, Technical Specifications. \$_____ Each \$_____

OPTIONS: Provide prices for these options for Truck D.**NOTE:** Bidding an equal product requires approval at this bids, pre-bid conference.

- a. Installed remote control. \$_____
- b. Model UT5060 SC Driver Hydraulic Drill attachment complete with hydraulic feed and rotation. Include 3" Kelly bar with removable lower stabilizer bearing and one bullet tooth auger with 2" hex hub. 5,000 lbs. of digger rotation force is required with a 60 inch digging depth with the capability to operate with a 16" auger. \$_____

BID NO.: 1745-4/10-OTR

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

FIRM NAME: _____

OPTIONAL

List all other crane or outrigger options available for Truck Crane C. and their prices.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. A vertical margin line is positioned on the right side, creating a narrow column. The paper appears to be from a notebook or a standard composition paper. There are no markings, text, or drawings on the page.

SECTION 4
BID SUBMITTAL FOR:

TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

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: TRUCK CRANES, AERIAL DEVICES AND RELATED EQUIPMENT

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)

Signature: _____

(Signature of authorized agent)

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

Print Name: _____ Title: _____

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:

Signature of Affiant

_____, 20____
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: _____ Signature _____ By: _____ 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 compliant 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

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

[illegible]

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____

Title: _____

This form, 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)	Race
			Gender	

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

FORM 100

Date

**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		RECYCLABLE 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	



ADDENDUM NO. 2

11/10/2005

TO: All Prospective Bidders
SUBJECT: BID NO.: 1745-4/10-OTR
TITLE: Truck Cranes, Aerial Devices and Related Equipment
BID OPENING DATE: November 16, 2005

This Addendum is and does become a part of the above mentioned bid.

Please note the following questions and responses:

- **Question #1**

We have verified that National Crane is the only recognized North American manufacturer of knuckle-boom cranes. Will 3.29 be amended to avoid a sole-source conflict? We plan to submit a bid on JABCO, manufactured in Italy, which meets or exceeds the highest international safety standards. 100% parts availability is guaranteed from their fully-stocked, U.S. facility.

- **Answer:**

First, the specifications only require the use of a knuckle boom crane for Truck A. The County has recently purchased cranes made in North America that were not made by National. The County has cranes designed and manufactured in Italy and our experience plainly indicates we want additional cranes to be manufactured in North America to ANSI (American National Standards Institute) criteria rather than European standards.

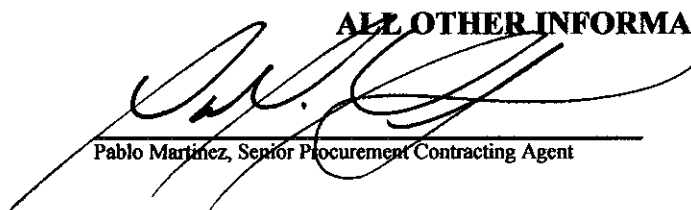
- **Question #2**

The specification for Crane A is very unusual, in that a modern articulating crane, with a capacity of 7200 lbs. at 10 feet, would lift far more than 720 lbs. at 27 feet. In effect the specification is for two different models. The crane with the capacity of 720 lbs. at 27 feet would be much smaller and less expensive. We can meet either requirement, but respectfully request that you ask the user to specify which capacity and reach is the more important.

- **Answer:**

The specification is plainly for one crane and clearly delineates the cranes actual working requirements in a manner in which any potential supplier, or bid evaluator, can easily refer to the crane manufacturer's published load charts and determine if the crane proposed meets all of the user's minimum work requirements. Bidders must meet ALL the bid requirements as written.

ALL OTHER INFORMATION REMAINS THE SAME


Pablo Martinez, Senior Procurement Contracting Agent



ADDENDUM NO. 3

11/14/2005

TO: All Prospective Bidders
SUBJECT: BID NO.: 1745-4/10-OTR
TITLE: Truck Cranes, Aerial Devices and Related Equipment
BID OPENING DATE: November 16, 2005

This Addendum is and does become a part of the above mentioned bid.
Please note the following change(s):

Change the Bid Opening Date to read: December 7, 2005

Please note the following change(s) to the bid solicitation:

1. In the Invitation to Bid title, please change the department name to read "Miami-Dade County General Services Administration Fleet Management Division".
2. Add the following paragraph to the bid solicitation, which shall be numbered 2.9.23:

2.9.23 MANUFACTURER'S CONSENT AND BACKING

If requested you will be required to enclose an original (NOT A COPY) letter from the manufacturer whose line you are representing/bidding, on their appropriate letterhead and signed by an officer duly authorized to so obligate the company, notarized and bearing the clearly legible imprint of the manufacturer's seal (if available), stating the following (complete inserts as requested).

In consideration of the duration and size of the sales contract that could be awarded as a direct result of this Bid Solicitation numbered 1745-4/10-OTR, which is scheduled to open on Wednesday, November 16, 2005, at 2:00 PM, we guarantee to Miami-Dade County the following:

That we, _____, after diligent thought, research and review have determined that we fully support this proposed offer to sell by _____, our franchised/ licensed dealer, and are further willing to guarantee (for equipment that we manufacture) both the one year minimum warranty required by the proposed contract as well as the availability of the repair parts (for components that we manufacture) for the full ten year expected service life of the equipment.

NOTE: Submit as requested:

One letter from the Cab and Chassis manufacturer naming their dealer. One letter from the Body manufacturer naming the dealer.

3. On page 23, change Section 3.29, Paragraph A "Truck A", Subparagraph A.4, item a. to read as follows:
 - a. Full body width steel diamond plate power tailgate of the tuck away design with no less than 48 inch depth deck and shall be rated at no less than a 2,000 lb. minimum capacity. The power tailgate supplied shall be of the powered up and powered down style.
4. On page 24, change Section 3.29, Paragraph A "Truck A", Subparagraph A.4, item b. to read as follows:
 - b. Six body mounted LED strobe lights, controlled by a separate switch conveniently located in the cab, with the LED lights mounted in the body at locations identified at the pre-construction conference. The strobes will be Peterson Manufacturing Piranha brand LED strobe units 794A-2.
5. On page 26, change Section 3.29, Paragraph B "Truck B", Subparagraph B.2, item b. to read as follows:
 - b. Six body mounted LED strobe lights, controlled by a separate switch conveniently located in the cab, with the LED lights mounted in the body at locations identified at the pre-construction conference. The strobes will be Peterson Manufacturing Piranha brand LED strobe units 794A-2.
6. On page 24, change Section 3.29, Paragraph A "Truck A", Subparagraph A.5, to read as follows:

A.5. Crane: Full hydraulic operation knuckle boom design with 360 degree continuous rotation capable of working directly truck side. Crane shall be front mounted as close to the bulkhead as practical in keeping with maximum access for service. Appropriately sized full hydraulic operation outriggers which provide 31" of ground clearance during deployment are to be mounted behind the cab.
7. On page 24, change Section 3.29, Paragraph A "Truck A", Subparagraph A.5, item d., to read as follows:
 - d. All crane functions shall be controllable at a control panel at the truck and by means of a wireless remote control operable 50 feet from the truck.
8. On page 24, change Section 3.29, Paragraph A "Truck A", Subparagraph A.7, to read as follows:

A.7. Water Keg Rack and Tool Box: Supply as per specifications.
9. On page 26, change Section 3.29, Paragraph B "Truck B", Subparagraph B.4, to read as follows:

B.4. Rear axle and suspension shall have a minimum capacity of 46,000 pounds. Furnish a "No-Spin" or automatic positive locking differentials for all axles.

10. On page 26, Section 3.29, Paragraph B "Truck B", Subparagraph B.5., item b., to read as follows:

- b. Crane must be capable of continuous 360 degree rotation fully loaded.

ALL OTHER INFORMATION REMAINS THE SAME



Pablo Martinez, Senior Procurement Contracting Agent



CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION

BID NO.: 1745-4/10-1

Previous Bid No.: 1745-4/10

TITLE: Truck Cranes, Aerial Devices And Related Equipment

COMMODITY CODE NO.: 070-54

OTR YEARS: 4

LIVING WAGE APPLIES:

☐ YES ☒ NO

CONTRACT PERIOD: 08/01/2007 through 07/31/2008

AWARD BASED ON MEASURES: ☒ YES ☐ NO

☒ **SR.PROCUREMENT AGENT:** Pablo Martinez

☐ **PROCUREMENT AGENT:**

☐ **PROCUREMENT TECHNICIAN:** Dejenaba Wedemier

PHONE: 305-375-2102

- ☐ SBE Set Aside
- ☐ SBE Goal
- ☐ Local Preference
- ☐ Prevailing Wages (Reso. 90-143)
- ☐ Living Wage

- ☒ Bid Preference: ☒ SBE ☐ Micro SBE
- ☐ CSBE Level

PART #1: VENDOR AWARDED

F.E.I.N.: 382262714-01
VENDOR: Atlantic Ford Truck Sales Inc
STREET: 2565 West State Rd 84
CITY/STATE/ZIP: Ft. Lauderdale, FL 33312
F.O.B. TERMS: Dest-P
PAYMENT TERMS: Net
DELIVERY:
TOLL FREE PHONE # 1-800-226-8226
PHONE: 1-954-587-8220
FAX: 1-954-797-9720
E-MAIL: jayluck@atlantictrucks.com
CONTACT PERSON: Jay Luck

DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION

PART #2: ITEMS AWARDED

Item# 1 Truck A – Atlantic Ford Truck Sales, Inc.

Item# 2 Truck B – Not Awarded. The specifications will be revised by Miami-Dade County.

Item# 3 Truck C – Not Awarded. The specifications will be revised by Miami-Dade County.

Item# 4 Truck D – Atlantic Ford Truck Sales, Inc.

NOTE: Atlantic Ford Truck Sales, Inc. will be granted a 7.8% increase based on the Producer Price Index (PPI) and an adjustment to meet the mandated EPA requirements for all 2008 model year diesel powered trucks.

PART #3: AWARD INFORMATION

☐ BCC ☒ DPM AWARD DATE: 7/12/2006

AGENDA ITEM #:

BIDS & CONTRACTS RELEASE DATE: 7/27/2006

OTR YEAR: 1 OF 4

ADDITIONAL ITEMS ALLOWED: N/A

SPECIAL CONDITIONS:

TOTAL CONTRACT VALUE: \$500,000.00

<u>USER DEPARTMENT(S)</u>	<u>DOLLAR ALLOCATED</u>
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GSA	\$500,000.00
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