

INVITATION FOR BID

WATER & SEWER EMERGENCY REPAIR SERVICES

INVITATION FOR BID #15-003



The City of Miramar Commission:

**Mayor Lori C. Moseley
Vice Mayor Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Wayne M. Messam**

Kathleen Woods-Richardson, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025

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CLOSING DATE: December 16, 2014

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INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BID

Each Bid submitted to the City of Miramar ("City") will have the following information clearly marked on the face of the envelope:

- a) Bidder's name and return address;
- b) Solicitation number, i.e.: "15-003";
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation, i.e., "Water and Sewer Emergency Repair Services".

Failure to include this information may result in your Bid being deemed "Non-Responsive" if the City determines that the Bid resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

All Bids must be submitted on 8 ½ inch by 11 inch paper, neatly typed on one side only, with normal margins and single spacing. The original document package must not be bound, but the document package copies should be individually bound. An unbound one-sided original and three bound copies (**a total of four**) of the complete Bid must be received by the deadline for receipt of Bid specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container with items a) through d) above clearly printed on the front, to the address below:

**OFFICE OF THE CITY CLERK
THE CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bid responses submitted at the same time for different Invitations For Bids shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE
OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

DECEMBER 16, 2014 at 2:00 P.M.

**IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS
NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER**

SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address only between the hours of 8:30 A.M. and 5:00 P.M., Mondays through Thursdays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to provide the required Goods or Services at the stated price.

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bid.
2. The term "Bidder(s)" shall refer to anyone submitting a Bid in response to the Invitation for Bid.
3. The term "CBE" or "SBE" Firm is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE") having a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that may result from this Invitation For Bid.
7. The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The terms "Goods" or "Materials" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.
9. The terms "Invitation for Bid", "IFB", or "Solicitation" shall mean this Invitation for Bid, including all Exhibits and Attachments as approved by the City, and amendments or change orders issued by the Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City of Miramar.
11. The terms "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder(s), who contract with the Successful Bidder(s) to furnish labor, or labor and Materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder(s).
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bid.

13. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com, or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service. Bidder(s) are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.com is optional, at the sole discretion of the Bidder(s). DemandStar does charge a nominal fee for distribution.

Bidders who obtain copies of this Solicitation from sources other than the City's Procurement Department or DemandStar risk the potential failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process. Such Bidders are solely responsible for those risks.

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the potential Bidder(s) contact person, the potential Bidder(s) name, complete address to be mailed to, telephone number, and fax number.

1-3

CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence.**" A Cone of Silence shall be imposed upon this IFB at the time of the Bid opening, and remain until the City Commissioner approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This does not apply to oral communications at Pre-Bid conferences, oral presentations before selection committees, Contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, or matters not concerning this Solicitation.

The address and fax number for the City of Miramar's Procurement Department is:

2300 Civic Center Place
Miramar, FL 33025
(954) 602-3052
Fax: (954) 602-3482

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

2) The Bidder(s) is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules, and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Due Date and Time. The Bidder(s) shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder's(s') responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder's(s') further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder(s) shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**" with their Bid.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued; the Specifications or Statement of Work; the Special Conditions; the General Terms and Conditions, and then the Sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Bidder(s) to verify the Due Date and time by calling the City's Procurement Office at (954) 602-3052.

1-5

PREPARATION AND SUBMISSION OF A BID

a) Preparation/Submission.

1) The Bid forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder's(s') Bid being deemed "Non-Responsive."

2) The Bid will either be typed or completed legibly in ink. The Bidder's(s') authorized agent will sign the Bid forms in ink, and all corrections made by the Bidder(s) shall be initialed in ink by an agent authorized by the Bidder to sign and legally bind the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Bid shall not be considered.

4) The apparent silence of the specifications or the omission from the specifications of a detailed description concerning any Materials or Services requested shall be regarded as meaning that only the best commercial practices are to prevail, and that only Materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require the Bidder(s) to complete a registration application with DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder(s). Bidder(s) may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any 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 City. Forms are available from Procurement Department.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent (5%) of any Bid or five points of any proposal score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

g) Preference for CBE or SBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any Bid or five (5) points of any proposal score to a CBE or SBE firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.

- h) Reserved.
- i) Application of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the Bidder/proposer allowed the preference. Preferences shall be additive and computed as a whole on the Bid or proposal.

- j) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Program as defined in Section 2-260 of the City's Code. The City grants a preference to a business with drug-free workplace program, whenever two or more Bids are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All Bidder(s) shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

- k) Anti-Kickback Affidavit.

All Bidder(s) shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

- l) Non-Collusion Declaration.

All Bidder(s) shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder(s), firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder(s), or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder(s), or any person interested in the proposed Work. All Bidder(s) shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

- m) Non-Discrimination Affidavit.

All Bidder(s) shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidder(s) shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery. All

Bidder(s) shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

- n) Business/Vendor Profile Survey.

All Bidder(s) shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

- o) Request for Taxpayer Identification Number and Certification.

All Bidder(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

- p) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder(s) acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

- q) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidder(s) shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Bid or at the time of occurrence of the Conflict of Interest thereafter.

- r) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Bidder(s) acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder(s) for the award of any Contract.

**1-6
MODIFICATION OR WITHDRAWAL OF A BID**

- a) Modification of a Bid.

Any modification of a Bid by the Bidder(s) shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Bidder(s) shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder(s) stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked

with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date and Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Due Date and Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder(s).

1-7

LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-8

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

1-9

COST OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any Work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder(s) prior to commencement of Work as defined by a Contract duly approved by the City Commission.

1-10

RECEIPT OF ADDENDA AND SUBSTITUTE BID FORMS

It is the Bidder's responsibility to ensure receipt of all addenda and to substitute Bid forms. It is the Bidder's further responsibility to verify with the Procurement Division, prior to submitting a Bid, that all addenda have been received.

All inquiries regarding this Bid must be in writing and should be **emailed** to:

Procurement Department

The City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Alicia Ayum

Procurement Analyst
Phone: (954) 602-3121
Fax: (954) 602-3490

aayum@ci.miramar.fl.us

or

Donnyce Powell
Procurement Coordinator
Phone: (954) 602-3047
Fax: 954-602-3481
drpowell@ci.miramar.fl.us

1-11

EXCEPTIONS TO THE SOLICITATION

Bidder(s) may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder's(s') cover letter and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid non-responsive. **BIDDER(S) TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidder(s) are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-12

PROPRIETARY/CONFIDENTIAL INFORMATION

Bidder(s) are hereby notified that all information submitted as part of or in support of Bids will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department of the City at (954) 602-3054.

All Bids submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

1-13

EVALUATION OF BIDS

a) Rejection of Bid.

1) The City may reject any Bidder's(s') Bid and award to the next lowest responsive, responsible Bidder(s);

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder(s) does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder(s) must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's(s') site or hold a pre-award qualification hearing to determine if the Bidder(s) possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder(s), including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder(s) to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

**1-14
NEGOTIATIONS**

Not applicable to this Solicitation

**1-15
AWARD OF A CONTRACT(S)**

a) Contract(s).

This Solicitation may contain a sample of the Contract(s) entitled “**SAMPLE CONTRACT**”. After award, a Contract(s) similar to that, inclusive of all attachments and any modifications that the City, in its sole discretion, may make, will constitute the entire Contract(s) between the parties. No rights shall inure to the benefit of any Bidder(s) pursuant to this Solicitation until the Contract has been executed by both parties thereto.

b) Additional Information.

The award of a Contract(s) may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or specifications. The Successful Bidder(s) shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder(s) is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award any Contract(s) to the next lowest, responsive, responsible Bidder(s).

c) Independent Contractor(s).

The Successful Bidder(s) shall be a contractor(s) operating independently from the City. All employees and contractor(s) to the Successful Bidder(s) shall be considered to be, at all times, the sole employees or contractor(s) of the Successful Bidder(s) under its sole discretion and not an employee, contractor(s), or agent of the City. Nor shall employees and contractor(s) to the Successful Bidder(s) enjoy any privity of contract(s) with the City. Neither the Successful Bidder(s) nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractor(s). The City may require the Successful Bidder(s) to remove any employee or contractor(s) it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract(s) for up to 180 calendar days beyond the stated Contract(s) term, for operational purposes, under the same terms and conditions of said Contract(s). The City shall notify the Successful Bidder(s), in writing, of such extensions. Additional extensions beyond the first 180 day extension may occur, if approved by the City Commission with the mutual agreement of the City and the Successful Bidder(s).

e) Limited Contract(s) Extension.

Any specific Work assignment which commences prior to the termination date of any Contract(s) and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract(s).

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract(s).

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder(s) guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract(s). The City is not obligated to place any order for a given amount subsequent to the award of any Contract(s). Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the lowest responsive, responsible Bidder(s) meeting specifications.

h) Non-Exclusive Contract(s).

Although the purpose of this Solicitation is to secure a Contract(s) that can satisfy the total needs of the City, it is hereby agreed and understood that any Contract(s) does not constitute the exclusive rights of the Successful Bidder(s) to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-16 RIGHT OF APPEAL

After a notice of intent to award a Contract is posted, any actual or prospective Bidder/proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting, or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the

protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from the protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-17

BIDDER(S) AND RESULTING SUCCESSFUL BIDDER(S) OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder(s) shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Bidder(s) is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-18

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All contracts with the City for purchase of supplies, Materials or Services, including professional services which involve the expenditure of \$25,000 or more, shall require that the Bidder(s) submits with its Bid a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work, and all suppliers who will supply Materials for the Contract Work direct to the Successful Bidder(s). In addition, the Successful Bidder(s) shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Bid, except upon written approval of the City.

All Bidder(s) shall submit the completed Bid form entitled "**BIDDER(S) DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

END OF SECTION

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT FOR WATER AND SEWER EMERGENCY REPAIR SERVICES FOR THE CITY OF MIRAMAR

The purpose of this Solicitation is to establish a Contract for the Services specified herein from an entity that will provide prompt and professional service.

The City is herein requesting Bid(s) from experienced, fully-qualified, certified and licensed companies, hereinafter referred to as the "Bidder(s)", to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB advertised	November 23, 2014
Pre-Bid Conference and Site visits	Tuesday, December 2, 2014 at 9:00 A.M.
Deadline for receipt of questions: Time:	Tuesday, December 9, 2014 4:00 P.M
Deadline for receipt of Bids: Time:	Tuesday, December 16, 2014. 2:00 P.M.

Staff recommendation for award and approval of award by the City Commission will follow.

2-3

TERM OF CONTRACT: TWO YEARS WITH THREE OPTIONAL ONE YEAR RENEWAL PERIODS

The Contract(s) resulting from this Solicitation shall be for a period of two years, commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with three successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and signed by the City and Successful Bidder prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract, and the City Manager or her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

PENDING CITY COMMISSION APPROVAL OF THE AWARD OF THIS IFB TO THE SUCCESSFUL BIDDER(S) AND THE EXECUTION AND COMMENCEMENT OF AN APPROPRIATE CONTRACT(S), THE CITY RESERVES THE RIGHT TO REQUEST ADVANCE SERVICES AT THE PRICES BID FROM ANY BIDDER(S) WHOSE BID IS RECOMMENDED FOR AWARD PURSUANT TO THIS IFB. ANY REQUEST FOR SUCH SERVICES WILL BE MADE IN WRITING, BE SUBJECT TO THE LIMITATIONS OF THE CITY'S PROCUREMENT CODE, AND WILL BE AUTHORIZED BY PURCHASE ORDER.

2-4

METHOD OF AWARD: TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

The award of any Contract(s) resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meet the minimum qualifications and whose Bid(s) will be most advantageous to the City.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6

PRE-BID CONFERENCE

A pre-Bid conference will be held on Tuesday, December 2, 2014 at 10:00 A.M. at the City of Miramar, Utilities Department, 13900 Pembroke Road, Miramar.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder(s) shall render their Bid to be deemed non-responsive, and any award to Bidder(s) voidable.

The address and telephone numbers for the City's Procurement Department are:

Procurement Department
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Attn. Alicia Ayum
(954) 602-3121
Fax: (954) 602-3490
aayum@ci.miramar.fl.us

**2-7
PERFORMANCE BOND BASED ON TOTAL BID PRICE**

Not applicable to this Solicitation.

**2-8
INSURANCE**

See requirements in Sample Contract, Section 4.

**2-9
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**2-10
MINIMUM QUALIFICATIONS OF THE SUCCESSFUL BIDDER:**

The Successful Bidder(s) shall submit proof of the following minimum qualifications with their Bid:

1. At the time of Bid opening, and throughout the term of any Contract awarded under the Water and Sewer Emergency Repair Services Solicitation, the Successful Bidder(s) shall be fully qualified and licensed to perform the Scope of Work described herein.
2. The Successful Bidder(s) shall submit with its Bid proof of qualifications and copies of all certifications and licenses for each of the employees and Subcontractors of the Successful Bidder(s).
3. Identify four accounts in Florida comparable in size and nature to Miramar that have been served by the Successful Bidder(s) within the last three years and that will qualify the Bidder to meet the City's requirements for Services. If any of the accounts are public entities, they must be included.

2-11

ACCEPTANCE OF GOODS AND SERVICES BY THE CITY

The Services shall be performed by the Successful Bidder(s) consistent with the highest professional standards. Any Work not performed as required shall be corrected by the Successful Bidder(s) to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

2-12

ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS

a) Precautions shall be exercised at all times for the protection of persons and property. The Successful Bidder(s) and all Subcontractors shall conform to all OSHA, state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder(s) responsible for same. Barricades shall be provided by the Successful Bidder(s) when Work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the Successful Bidder(s) shall notify the City's Police Department at least seven days prior to barricading. The Successful Bidder(s) shall send this notification to:

City of Miramar
Office of the Chief of Police
Attn: Chief Black
3064 North Commerce Parkway
Miramar, FL 33025

2-13

DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL BIDDER(S)

To the extent applicable, the Successful Bidder(s) shall promptly correct all deficiencies and/or defects in Work and/or any Work that fails to conform to the Statement of Work, whether or not fabricated, installed, or completed. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Bidder(s) by an authorized representative of the City. The Successful Bidder(s) shall bear all costs of correcting such rejected Work. If the Successful Bidder(s) fails to correct the Work within the period specified, the City shall place the Bidder(s) on default, obtain the Services of another party to correct the deficiencies, and charge the Successful Bidder(s) for these costs, either through a deduction from the final payment owed to the Successful Bidder(s) or through invoicing.

2-14**LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER(S)**

Unless otherwise provided in the specifications, the Successful Bidder(s) shall furnish all labor, Materials, and equipment necessary to satisfy the completion of the Services. When not specifically identified in the specifications, such Materials and equipment shall be of a suitable type and grade for the purpose. All Materials, workmanship, and equipment shall be subject to inspection and approval of the City.

2-15**NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER**

The Successful Bidder(s) shall neither commence any Work nor enter any City premises, land or right of way for the purpose of working until a Purchase Order has been received from the City's Procurement Department, provided that such notification shall be superseded by any emergency Work that may be specified herein.

2-16**PROTECTION OF PROPERTY AND CLEAN UP**

a) To the extent applicable, all existing structures, utilities, services, roads, trees, shrubbery, grass, etc., shall be protected against damage or interruption at all times by the Successful Bidder(s) during the performance of the Work. The Successful Bidder(s) shall also make every effort to protect those areas leading to the surrounding job site.

b) To the extent applicable, the Successful Bidder(s) shall at all times keep the Work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Successful Bidder(s) shall remove from the Work premises any rubbish, tools, scaffolding, equipment, and Materials that are not property of the City. Upon completion of the Work, the Successful Bidder(s) shall leave the Work area in a clean, neat, and orderly condition satisfactory to the City. The Successful Bidder(s) is required to leave the area in perfect, complete and undamaged condition.

c) To the extent applicable, the Successful Bidder(s) shall be held responsible for repairing or replacing damaged or disturbed property to the satisfaction of the City, including property that is owned by a third party, resulting from the Successful Bidder(s) operation on the property, at no cost to the City. If the Successful Bidder(s) fails or refuses to repair or replace the property to the satisfaction of the City, the City may have the necessary Work performed and charge the cost to the Successful Bidder(s).

2-17

TOXIC AND NONTOXIC SUBSTANCES

a) The Federal “Right to Know” Regulation implemented by the Occupational Safety and Health Administration (“OSHA”) and the Florida “Right to Know” Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local Fire Rescue Department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder(s) shall supply this information to:

City of Miramar
Fire Rescue Department
Attn: Fire Prevention
14801SW 27 Street
Miramar, FL 33027

b) To the extent applicable, all Bidder(s) must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

c) Hazardous Materials are those Materials, chemicals or substances which are flammable or which may self-react or react with other Materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such Materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

2-18

SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL

The Successful Bidder(s) shall provide for each owner, key personnel, employee, or contractor, a complete national **SECURITY BACKGROUND CHECK**. These shall be provided by the Successful Bidder(s) upon issuance of a Notice to Proceed (“NTP”) acceptable to City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract(s). The City may also deem certain personnel suitable to perform Work only at certain City locations or buildings, and not others.

Under no circumstance shall the Successful Bidder(s) allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

END OF SECTION

SECTION 3 STATEMENT OF WORK

3-1

Background and Purpose

The Utilities Department is responsible for the maintenance, repair and improvements to water and sewer infrastructure throughout the City, including 325 miles of potable water transmission mains, 180 miles of water service lines, 3,000 fire hydrants, 220 miles of gravity sewer mains, eight miles of sewer laterals and 5,200 sewer manholes. Department resources are adequate for most of the City's utilities maintenance needs. However, there are cases when our resources must be supplemented by outside contractors with the appropriate equipment and specialized training to perform specific emergency repairs efficiently and in accordance with all safety regulations.

3-2

Scope of Work and Specifications

The City is seeking a qualified contractor to provide on-site Services that include but may not be limited to the Successful Bidder furnishing all labor, tools, machinery, equipment, Materials, Services and incidentals necessary for the furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system as may be periodically required, in accordance with this Solicitation and the Bid Price Schedule.

CITY OF MIRAMAR UTILITY STANDARD - WATER DISTRIBUTION MATERIALS REVIEW LIST

1. FIRE HYDRANTS, AWWA & UL approved/FM; traffic breakaway-flange, no cut bolts; non-rising stem; dry barrel; a minimum 5-1/4" main valve opening; bronze to bronze seating.

- _____ a. Mueller Super Centurion 200 A423
- _____ b. Clow Medallion F2545
- _____ c. American Darling

Note: All fire hydrants are required to be factory painted yellow.

2. RESILIENT SEAT GATE VALVES (Specified for all available sizes, AWWA & UL/FM)

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24"); Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 500

Valve coatings and linings to be fusion bonded epoxy.

3. TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U.S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be cement.

- *UL/FM approval required on shut-off RSGV for Double Detector check valves application only. See Detector check Detector valve.*

4. TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 (for 4" through 12"; #565 for 14")
- _____ b. M & H Style 4751 (for 4" through 12"); 2751 (for 14" through 24")
- _____ c. Mueller T-2360 (for 4" through 12"); Mueller H-667 (for 14" through 24")
- _____ d. U.S. Pipe #5860 + 3860 Double Disc > 20"

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to be fusion bonded epoxy.

5. CURB STOPS AND YOKE VALVES Ball Valve type T-top only - Must be full port with locking wing.

- _____ a. Ford BA-43 single, UVB-43 double
- _____ b. Mueller P24258 single, P15363-06 double

6. CORPORATION STOPS Ball Valve Type

- _____ a. Ford FB-1100
- _____ b. Mueller P25028

7. CHECK VALVES for service meters. All check valves shall be dual check valve types.

- _____ a. Ford HHCA31
- _____ b. Mueller H-14460-A
- _____ c. AV McDonald 12-3HE43

8. SERVICE SADDLES stainless steel straps only, ductile iron body with a coating of fusion bonded epoxy.

- _____ a. Ford FC202
- _____ b. JCM 403 Wide Service Saddle

- _____ c. Romac 202
- _____ d. Smith Blair 317
- _____ e. Mueller Series DE2S

9. DUCTILE IRON PIPE (Class 51 min., Cement Mortar Lining, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6":

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Pipe coating to be asphalt; lining to be cement.

10. Fittings, follower glands and other accessories shall be short body ductile iron conforming to AWWA C153; ANSI.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. Russco
- _____ f. EBAA
- _____ g. Star Pipe

11. POLYETHYLENE TUBING - Polyethylene compound shall comply with ASTM D 3350 and ASTM D 1248 and AWWA C-901 (Water Service)

- _____ a. Phillips 66 Petroleum Driscopipe 5100 1" and 2" (ASTM D 3408)

12. POLYVINYL CHLORIDE PIPE (4" and above)

- _____ a. Polyvinyl Chloride (PVC) Pressure Pipe (AWWA C-900, SDR-18, 150 PSI, thickness class 51 or above)

13. RESTRAINT All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

Push-On PVC	EBA Iron Series 2800 Harness
Push-On DIP	TR-Flex by U. S. Pipe or Flex Ring by American or
EBA Iron Series 1700 Megalug Fittings with DIP	EBA Iron Series 1100 Megalug
Fittings with PVC	EBA Iron Series 2000 Megalug

14. BACKFLOW PREVENTERS Cross Connection Control (Water Service 5/8" to 1" for meters)

- _____ a. Ford - HHCA 31-323 (5/8" x 3/4") HHS 31-344 (1")
- _____ b. Watts - Series A7

15. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

CITY OF MIRAMAR UTILITY STANDARD - SEWER COLLECTION AND TRANSMISSION MATERIALS REVIEW LIST

1. RESILIENT SEAT GATE VALVES; 4" through 12", UL/FM approved.

- _____ a. Mueller A-2360 (for 4" through 12", and 18" through 24"); Mueller A-2361 (for 14" and 16")
- _____ b. M & H Style 3067 or 3068
- _____ c. Clow F-6100 Series
- _____ d. American Series 2500

Valve coatings and linings to be fusion bonded epoxy.

2. PLUG VALVES, 16-inch and larger only.

- _____ a. Pratt
- _____ b. Dezurik

Valve coatings and linings to be fusion bounded epoxy.

3. TAPPING SLEEVE, Ductile iron with mechanical joints only.

- _____ a. M & H Style 1174/1274
- _____ b. American DIP AFC Tapping Sleeve
- _____ c. Mueller Mechanical Joint Tapping Sleeve H-615 Series
- _____ d. U. S. Pipe Mechanical Joint Tapping Sleeve

Sleeve coating to be asphalt; lining to be 401 ceramic epoxy.

* *UL/FM approval required on shut-off RSGV for Double Detector check valves application only. See Detector check Detector valve.*

4. TAPPING VALVES shall be ductile iron short body Resilient seat gate valves to be used up to 16" and gate valves for sizes larger than 16".

- _____ a. American #865 for 4" through 12"; #565 for 14"
- _____ b. M & H Style 4751 4" through 12"; 2751 14" through 24"
- _____ c. Mueller T-2360 (for 4" through 12"); Mueller H-667 (for 14" through 24")
- _____ d. U. S. Pipe #5860 + 3860 Double Disc > 20"

Note: Tapping Sleeve and Valve Manufacturer shall be the same. Valve coatings and linings to be fusion bonded epoxy.

5. CHECK VALVES - Pump Stations

- _____ a. M & H Style 159-02
- _____ b. Clow
- _____ c. American Flow Control
- _____ d. APCO Swing Check
- _____ e. Golden Anderson

Note: Oil cushioned check valves for operating points over 100 feet of head.

6. DUCTILE IRON PIPE * (Class 51 min., Epoxy-coated interior, AWWA, ANSI, Water Service) Class 51 for 8" and above, and Class 52 for 4" and 6".

- _____ a. American Cast Iron Pipe Company
- _____ b. U. S. Pipe
- _____ c. McWane (Clow)

Exterior pipe coating to be asphalt; linings to be Protecto 401 ceramic epoxy.

7. PVC gravity sewer shall be SDR35. Run from deepest manhole into pump station shall be DIP. All gravity lines deeper than ten (10) feet shall be SDR26.

8. Mechanical Joint with follower glands and other accessories shall be short body ductile iron conforming to AWWA C153.

- _____ a. Tyler
- _____ b. U. S. Pipe
- _____ c. American
- _____ d. Union Foundry (McWane Clow)
- _____ e. EBAA
- _____ f. Star Pipe

9. PVC SDR-35 SEWER PIPE/DUCTILE IRON PIPE ADAPTER use with all new construction (Cast iron and ductile iron fittings with mechanical or push on joints conforming to AWWA C-153 or C-110 shall be allowed as alternative when PVC sizes are not available).

- _____ a. Harco, Class 150
- _____ b. Flow Control
- _____ c. Quail

All manufacturer's pipe acceptable. Must be properly labeled as well as being AWWA/ANSI approved.

10. FLANGED ADAPTERS Ductile Iron

- _____ a. American
- _____ b. U. S. Pipe
- _____ c. Uniflanged, Series 200
- _____ d. Romac Style 613
- _____ e. Smith-Blair 912

11. MANHOLE RING AND COVER

- _____ a. U. S. Foundry 420-C

With "CITY OF MIRAMAR" cast in iron.

Only concrete grade rings shall be used to set sanitary manhole rings and cover.

12. RESTRAINT: All fittings and specific pipe joints shall be restrained as outlined below (NO SUBSTITUTIONS):

JOINT

RESTRAINT

Push-On PVC	EBA Iron Series 2800 Harness
Push-On DIP	TR-Flex by U. S. Pipe or Flex Ring by American or
EBA Iron Series 1700 Megalug Fittings with DIP	EBA Iron
Iron Series 1100 Megalug Fittings with PVC	EBA Iron
Series 2000 Megalug	

Note: Thrust blocked shall not be used.

13. AIR RELEASE VALVES: Provide appropriate valve for size and service intended.

- _____ a. Valmatic: Water - 38 or 45; Wastewater - 48SBW
- _____ b. Golden Anderson: Water - #945; Wastewater - #959
- _____ c. Apco

14. Couplings for use on existing facilities (VCP, etc.)

- _____ a. Fernco
- _____ b. Indiana Seal
- _____ c. Mission Coupling
- _____ d. Dallas
- _____ e. Rockwell 900 Series depending on service

15. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

16. VALVE BOX (Water or sewer service, adjustable screw type with locking cover, 5-1/4" shaft, 18" to 24" Ext., cover to be marked for service, Cast Iron ASTM-A48 Class 30.

- _____ a. Russco
- _____ b. Tyler Series 6850
- _____ c. Clow Series F-2450

* *U. S. Foundry Series 7500 no longer cast*

**3-2
FEE AND COSTS**

1. Bidders shall quote an all-inclusive fee for the Work described under the Scope of Services. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, Materials, printing, overhead and profit and any other Contractor expense for this Project, unless described as a separate cost in this Section.

**3-4
MANAGEMENT AND PERSONNEL**

In the Bid, attach a sheet that shall include the following information:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the Work for these Services is to be performed or managed.
 - c. Number and nature of the staff to be assigned to this Project on a full time basis (resumes are preferred).
2. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last three years from the due date of this Bid.

3-5**SILENCE OF SPECIFICATIONS**

The apparent silence of the foregoing Specifications as to any detail or omission from it as a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

END OF SECTION

SECTION 4 SAMPLE AGREEMENT

This Agreement is entered into this ____ day of _____, 2014, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, a _____ corporation, with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bid No. 15-003 for WATER AND SEWER EMERGENCY REPAIR SERVICES, and all of its terms and conditions, including definitions, are incorporated herein; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City: and

WHEREAS, on _____, 2014, the City Commission approved the award of WATER AND SEWER EMERGENCY REPAIR SERVICES to Contractor:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1 **SCOPE OF SERVICES**

Contractor agrees to provide the following Services to the City (the "Services") during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with, the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid (IFB) No. 15-003, the Contractor's Bid as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Estimates/Quotations:

1. All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

SECTION 2
COMPENSATION

The Contractor shall submit periodic invoices for the Goods and Services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for two years, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90 day extension of this Contract in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination, and any such accrued liability shall survive the termination of this Agreement

SECTION 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, and shall include all required endorsements.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Professional Liability	\$ 500,000	\$1,000,000
<u>Workers' Compensation</u>		
Statutory Amount		

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this Section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate(s) of Insurance and endorsement(s). The City of Miramar shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Miramar as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

- 9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.
- 9.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the contractor responsible for the same.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

- 10.1 The City may, at reasonable times and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.
- 10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

- 11.1 This Agreement constitutes the entire agreement between Contractor and City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.
- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

Kathleen Woods-Richardson
City Manager
City of Miramar
2300 Civic Center Place

Miramar, Florida 33025
Telephone: (954) 602-XXX
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole Bierman & Popok, P.L.
200 East Broward Boulevard Suite 1900
Fort Lauderdale, Florida 33301
Telephone: 954- 763-4242
Facsimile: 954-764-7770

SECTION 14 **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15 **PUBLIC RECORDS**

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with

the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect upon termination of this Agreement.

SECTION 19
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

SECTION 20
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement

has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same and to legally bind the Contractor.

CITY

ATTEST:

CITY OF MIRAMAR

Denise Gibbs, City Clerk

By: _____
Kathleen Woods Richardson, City Manager

This day of _____, 201_.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

City Attorney
Weiss Serota Helfman Cole
Bierman & Popok, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

SECTION 5 BID COVER SHEET

BIDDER'S NAME (Name of firm, entity, or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF BIDDER'S CONTACT PERSON:

Name: _____

Title: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:

(_____) _____

FAX:

(_____) _____

BIDDER'S ORGANIZATION STRUCTURE:

_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____

State of Incorporation/Organization: _____

States registered in as foreign Corporation: _____

BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:

BIDDER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.

Signed by: _____ Date: _____

Print name: _____ Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

SECTION 6 BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) cost or pricing data of sufficient detail to allow the evaluators to determine the reasonableness of the price Bid, reflecting cost realism, including all Information other than cost and pricing data, and explaining how the lump sum figure was derived.

a) Cost or pricing data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost realism shall mean that the costs in a Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Bidder's Technical Bid.

c) Information other than cost and pricing data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or cost realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

Section 6 - BID PRICE SHEET (CONTINUED)

Item No.	Description	Quan.	Unit	Unit Price
<u>Excavated Point Repairs on Gravity Sewers</u>				
1	Point repairs to 6-inch to 10-inch pipe at depth up to 5 feet	1	LF	
2	Point repairs to 6-inch to 10-inch pipe at depth from 5 to 8 feet	1	LF	
3	Point repairs to 6-inch to 10-inch pipe at depth from 8 to 12 feet	1	LF	
4	Point repairs to 6-inch to 10-inch pipe at depth from 12 to 16 feet	1	LF	
5	Point repairs to 12-inch to 16-inch pipe at depth up to 5 feet	1	LF	
6	Point repairs to 12-inch to 16-inch pipe at depth from 5 to 8 feet	1	LF	
7	Point repairs to 12-inch to 16-inch pipe at depth from 8 to 12 feet	1	LF	
8	Point repairs to 12-inch to 16-inch pipe at depth from 12 to 16 feet	1	LF	
9	Point repairs to 12-inch to 16-inch pipe at depth greater than 16 feet	1	LF	
10	Point repairs to 18-inch and greater pipe at depth up to 5 feet	1	LF	
11	Point repairs to 18-inch and greater pipe at depth from 5 to 8 feet	1	LF	
12	Point repairs to 18-inch and greater pipe at depth from 8 to 12 feet	1	LF	
13	Point repairs to 18-inch and greater pipe at depth from 12 to 16 feet	1	LF	
14	Point repairs to 18-inch and greater pipe at depth greater than 16 feet	1	LF	

**SECTION 6
BID PRICE SHEET (CONT)**

Item No.	Description	Quantity	Unit	Unit Price
<u>Water Main and Forcemain Repairs</u>				
15	6" PVC (C-900)	1	LF	
16	8" PVC (C-900)	1	LF	
17	6" DIP Main	1	LF	
18	8" DIP Main	1	LF	
19	12" DIP Main	1	LF	
20	16" DIP Main	1	LF	
21	20" DIP Main	1	LF	
22	24" DIP Main	1	LF	
23	30" DIP Main	1	LF	
24	6" Gate Valve Replacement	1	Each	
25	8" Gate Valve Replacement	1	Each	
26	12" Gate Valve Replacement	1	Each	
27	16" Gate Valve Replacement	1	Each	
28	20" Gate Valve Replacement	1	Each	
29	24" Gate Valve Replacement	1	Each	
30	30" Gate Valve Replacement	1	Each	
31	Fire Hydrant Assembly Installation	1	Each	
<u>Surface Restoration</u>				
32	Asphalt Roadway Replacement	1	SY	
33	Asphalt Overlay	1	SY	
34	Concrete Sidewalk Replacement	1	SY	
35	Concrete Curb and Gutter Replacement	1	LF	

Item No.	Description	Quantity	Unit	Unit Price
36	Brick Paver Replacement	1	SF	
37	6' Chainlink Fence Replacement	1	LF	
38	6' Wood/Shadow Box Fence Replacement	1	LF	
39	St. Augustine Floratam Sod Replacement	1	SF	
40	St. Augustine FX-10 Sod Replacement	1	SF	
41	Bahia Sod Replacement	1	SF	
<u>Other</u>				
42	Indemnification	1	LS	
43	Permits Allowance	1	LS	
44	Maintenance of Traffic (Work on FDOT ROW)	1	LS	
45	Maintenance of Traffic (Work on Miramar Parkway)	1	LS	

Taxpayer Identification Number (TIN) _____

BIDDER: _____
(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM SHALL
RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**

**SECTION 7
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 8 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) occupational license type and number: _____
- (4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing Landscape maintenance Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in Section 2-10:

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 8
BIDDER INFORMATION FORM (CONTINUED)

(7) Please list four Government contract references:

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name : _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

1. List two additional contract references in Florida comparable in size and nature to Miramar, written within the last three years that will qualify the respondent to handle the City of Miramar's requirements.

I do not believe this is applicable

Company Name:

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10d)**

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

 - 3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this Section.

FLORIDA STATE STATUTE SECTION 287.087

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 11
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____, or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT**

State of)
) ss:
County of)

_____, being first duly sworn, deposes and says that:

a) He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

c) Such Bid is genuine and is not collusive or a sham Bid;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

By: _____
Witness

Witness
(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned, authority personally appeared to me _____, well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this ____ day of _____, 20__.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 13
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 14
BUSINESS/VENDOR PROFILE SURVEY
(Tab 10h)**

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A **CBE or SBE firm** as defined in **SECTION 1, GENERAL TERMS AND CONDITIONS; EVALUATION OF RESPONSES, 1.1 DEFINITIONS**. Please attach copy of Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference ____ (choose below as applicable)

- Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.
- A **Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent (“FTE”) Miramar residents or Miramar residents constitute 20% FTE of the company’s local workforce (Broward and Miami-Dade Counties), whichever is larger.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

