



City of Miami  
**Invitation for Quotation**

THIS IS NOT  
AN ORDER

**Due Date:** 11/14/2005 **Time:** 2:00PM

*QUOTATIONS WILL NOT BE ACCEPTED AFTER THE OPENING DATE AND TIME*

Requisition No.: R070306

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<p><b>Vendor Name:</b> _____</p> <p><b>Address:</b> _____ _____</p> <p><b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____</p> <p><b>FEID or Social Security No.:</b> _____</p> <p><b>Contact Person:</b> _____</p> <p><b>Telephone No.:</b> _____</p> <p><b>Facsimile No.:</b> _____</p> <p><b>Email address:</b> _____</p>	<ol style="list-style-type: none"> <li>1. Please quote on the Request for Quotation, your best price, terms, and delivery for the items specified therein. Substitute offers will be considered if differences in specifications are explained, unless "No Substitution" is specified.</li> <li>2. All quotations are to be F.O.B. Destination unless otherwise indicated.</li> <li>3. This form must be completed in full, signed and returned, in order to be valid.</li> <li>4. A copy of current City of Miami Occupational License must be submitted, in order to qualify for the City's Local Preference Ordinance.</li> <li>5. Prices shall be firm for a minimum of 120 days after receipt of Quotation.</li> <li>6. In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.</li> </ol>
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Minority Status: (Company must be at least 51% owned) Please Check One Box Only:  Hispanic  Female  Black

Pre-Bid Conference/Site Visit:  Mandatory  Voluntary    Date: N/A    Time: N/A  
Location: N/A

Insurance Requirement     Yes  No (See attached Insurance Requirements if Required)

<b>RETURN TO: City of Miami</b>
<b>ATTENTION:</b> Melberita Thomas
<b>FACSIMILE NO.:</b> (305)400-5022
<b>TELEPHONE NO.:</b> (305)416-1914

ITEM NO.	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	JOB	FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPLACING 9 BROKEN PILINGS, DAMAGED AFTER HURRICANE KATRINA. WORK TO BE PERFORMED AS FOLLOWS:  MOBILIZE BARGE-CRANE REMOVE/DISPOSE 9 PILINGS FURNISH/DRIVE 9 40' GREEN-HEART PILINGS  TOTAL = \$ _____		

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Vendor Name: \_\_\_\_\_

ITEM NO.	QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			CONTACT STEVE BOGNER OR JOSE BANOS AT 305-575-6950 FOR APPOINTMENT TO SEE JOBSITE.		
<b>TOTAL</b>					<b>\$</b>

**Vendor Certification:** I, the undersigned, hereby agree to furnish at the prices quoted any or all of the required items, subject to all instructions, conditions, specifications and attachments hereto in this IFQ. I certify that any and all information contained in this quotation is true; and I further certify that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this IFQ and certify that I am authorized to sign this quotation for the offeror.

**Authorized Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## INDEMNIFICATION & INSURANCE REQUIREMENTS

### Indemnification

Successful Bidder shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Bidder or its employees, agents, or subcontractors (collectively referred to as "Bidder"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Bidder to comply with any of the provisions in the Contract or the failure of the Successful Bidder to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Bidder expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Bidder, or any of its subcontractors, as provided above, for which the Successful Bidder's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Bidder further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Bidder's performance under the Contract, compliance with which is left by the Contract to the Bidder, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Bidder or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Bidder further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

### Insurance

The Successful Bidder shall furnish to City of Miami, c/o Department of Purchasing, 444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor, Miami, Florida 33130, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$\$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. City must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount of \$\$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

The City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Bidder.

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

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

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

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Bidder of his liability and obligation under this section or under any other section of this Agreement.

The Successful Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder.

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the City shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Bid.
- B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Bidder in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Bidder acknowledges that (s)he has read the above information and agrees to comply with all the above City requirements.

**--If insurance certificates are scheduled to expire** during the contractual period, the Successful Bidder(s) shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

**--In the event that expired certificates are not replaced** with new or renewed certificates which cover the contractual period, the City shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFQ.
- B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Bidder(s) in conjunction with the violation of the terms and conditions of the Contract.