

CITY OF MIAMI, FLORIDA

INTER-OFFICE MEMORANDUM

TO : **ALL DEPARTMENT DIRECTORS
and CONTRACT LIAISONS**

DATE : December 30, 2009

FILE :

SUBJECT : General Building/Engineering and
Specialty Trades Services
RFQ No. 184144(11)

FROM : Glenn Marcos, Director
Department of Purchasing

REFERENCES :

ENCLOSURES:

Please find enclosed a copy of the recently approved citywide term contract for General Building/Engineering and Specialty Trades Services. This contract has been established for use by all city departments and offices on an as-needed basis. Unless a specific item is not listed, using departments in need of these goods or services are required to utilize this contract.

Using departments are urged to carefully review the contract in detail to become familiar with its prices, terms and conditions, and items awarded. If any department is unable to locate a particular item on the contract, please contact the appropriate Buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract. **When requesting this commodity or service, the RFQ No., Resolution No. and the corresponding catalog item numbers must be cited in the requisition.**

Should any using department experience any difficulties with the contractor, please document the matter and immediately advise Maritza Suarez, Procurement Supervisor at (305) 416-1907 for assistance.

cc: Bid file

City of Miami

CONTRACT AWARD

Purchasing Department

CITYWIDE

RFQ NO: 184144(11)
DESCRIPTION: GENERAL BUILDING/ENGINEERING AND SPECIALTY TRADES SERVICES
TERM OF CONTRACT: TWO (2) YEARS W/ AUTOMATIC ANNUAL EXTENSIONS UNTIL SUCH TIME
CONTRACT PERIOD: DECEMBER 21, 2009 THROUGH DECEMBER 20, 2011
COMMODITY CODE: VARIOUS

SECTION #1 – VENDOR AWARD

PLEASE SEE THE ATTACHED LIST OF CONTRACTORS.

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: December 10, 2009
RESOLUTION NO: R-09-0526
TOTAL CONTRACT AMOUNT: N/A
Note: Funds allocated from the various funding sources are subject to availability and budgetary approval at the time of need.
AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

SECTION #3 - REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: Maritza Suarez
Phone: (305) 416-1907
Fax: (305) 416-1925

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PURCHASING
Sr. Buyer: Maritza Suarez
Phone: (305) 416-1907
Fax: (305) 416-1925

Prepared By: Aimee Gandarilla, 12/30/09

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement



City of Miami

Purchasing Department

Glenn Marcos, CPPO, CPPB, Director/Chief Procurement Officer

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: <http://miamigov.com/procurement>

Number:	184144,2
Title:	Request for Pre-Qualification of General Bldg./Eng. & Specialty Trade Contractor
Issue Date/Time:	06-OCT-2009
Closing Date/Time:	10/22/2009 @ 13:00:00
Pre-Bid Conference:	None
Pre-Bid Date/Time:	
Pre-Bid Location:	
Deadline for Request for Clarification:	Wednesday, October 14, 2009 @ 5:00 p.m.
Buyer:	Suarez, Maritza
Hard Copy Submittal Location:	City of Miami - City Clerk 3500 Pan American Drive Miami FL 33133 US
Buyer E-Mail Address:	msuarez@ci.miami.fl.us
Buyer Facsimile:	(305) 400-5025

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS: .

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ BEEPER: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

State of Florida Contractor's License Number for each trade you are seeking pre-qualification for (copy must be submitted):

Miami Dade County Certificate of Competency Number for each trade you are seeking pre-qualification for (submit a copy of the front and back of the card):

State of Florida Registration Number for holders of Miami Dade County Contractors Certificates (copy must be submitted):

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement.": Yes or No

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? Yes or No

In the event your answer to question above is yes, how many new positions would you create to perform this work?

Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

Contact Person, telephone, fax, and e-mail address for twenty-four (24) hours, seven (7) days a week, electronic communication:

TRADES - AIR CONDITIONING/HVAC

TRADES - ALARM SYSTEM/ENTRY SYSTEM/FIRE ALARMS

TRADES - ASPHALT SEALING (EXCLUDING ROADWAY PAVEMENTS)

TRADES - AUDIO/VISUAL

TRADES - AWNING/SHUTTERS

TRADES - CARPETING ONLY

TRADES - CARPENTRY/WOOD WORK

TRADES - ELECTRICAL

TRADES - FENCING

TRADES - FIRE SPRINKLER SYSTEM

TRADES - FLOORING

TRADES - GENERAL BUILDING

TRADES - GLASS/GLAZING

TRADES - IRRIGATION/SPRINKLER SYSTEMS

TRADES - LOCKSMITH

TRADES - MARINE SERVICES

TRADES - MECHANICAL

TRADES - MECHANICAL (FIRE SYSTEMS)

TRADES - PAINTING/WATERPROOFING

TRADES - PLUMBING

TRADES - PUMP REPAIRS

TRADES - ROLL-UP DOOR

TRADES - ROOFING

TRADES - SWIMMING POOL

TRADES - TENNIS/SPORTS COURTS

TRADES - TILE

TRADES - WATER INTRUSION

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Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder's/proposer's responsibility to ensure receipt of all Addenda. Addenda are available at the City's website at: <http://www.ci.miami.fl.us/procurement>

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for

three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder's/Proposer's response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can't be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder's/Proposer's Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's/Proposer's default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City's best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award

contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder's/proposer's acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami's Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
- M. First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation. Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- (4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- (5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.
- (6) False certification pursuant to paragraph (c) below.
- (7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- (8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS –An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor's Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES – Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Bidder/Proposer fails to acknowledge receipt of addenda;
- 2) Bidder/Proposer mistates or conceals any material fact in the Response ;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)

(a) The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the city which include professional services.

Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city

training and employment programs, and other residents of the city.

1.39. FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor's and its' subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder's/proposer's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.40 CITY OF MIAMI LIVING WAGE ORDINANCE- The City of Miami adopted a living wage ordinance for city service contracts awarded by the city containing a total contract value exceeding \$100,000 annually for the following services: food preparation and/or distribution; security services; routine maintenance services such as custodial, cleaning, computers, refuse removal, repair, refinishing and recycling; clerical or other non-supervisory office work, whether temporary or permanent; transportation and parking services; printing and reproduction services; landscaping, lawn, and or agricultural services.

If this solicitation requires the aforementioned services, effective on April 1, 2009, contractors must pay its' employees a living wage no less than \$11.66 an hour with a health benefit plan and not less than \$12.91 an hour without health benefits, which shall be adjusted annually by no later than April 1st following the publication of the U.S Department of Health and Human Services Poverty Guidelines, as published from time to time.

A service contractor is defined as any "for profit" individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business: (1) Paid in whole or part from one or more of the city's general funds, capital project funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and, (2) The service contractor is engaged in the business of, or part of, a contract or a subcontract to provided covered services, either directly or indirectly, for the benefit of the city. This does not apply to contracts related primarily to the sale of products or goods.

The service contractor, prior to entering any such contract, must certify to the city that it will pay each of its covered employees no less than the living wage. A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

- (1) The name, address, and phone number of the employer, a contact person, and the specific project for which the service contract is sought;
- (2) The amount of the service contract and the city department the contract will serve.
- (3) A brief description of the project or service provided;
- (4) A statement of the wage levels for all covered employees; and
- (5) A commitment to pay all covered employees the living wage.

A copy of the living wage rate shall be kept posted by the service contractor at the site of the work in a prominent place where it can easily be seen and read by the covered employees and shall be supplied to such employees within a reasonable time after a request to do so. Additionally, service contractors shall furnish a copy of the requirements of the City of Miami Living Wage Ordinance to any entity submitting a bid for a subcontract on any service contract subject to this article. Posting requirements will not be required where the service contractor prints the following statements on the front of the covered employee's

first paycheck and every six months thereafter. “You are required by the City of Miami Living Wage Ordinance to be paid a Living Wage. If you do not believe you being paid at the Living Wage rate, contact your employer, an attorney, or the City of Miami.” All notices will be printed in English, Spanish and Creole.

Service Contractors and their subcontractors agree to produce all documents and records relating to payroll and compliance this Ordinance. Each service contractor shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years from the date of termination or expiration of the service contract. The records shall contain:

- (1) The name and address of each covered employee;
- (2) The job title and classification;
- (3) The number of hours worked each day;
- (4) The gross wages earned and deductions made;
- (5) Annual wages paid;
- (6) A copy of the social security returns and evidence of payment thereof;
- (7) A record of fringe benefit payments including contributions to approved plans; and
- (8) Any other data of information the city require from time to time.

Every six months, the service contractor shall file with the city’s procurement director a listing of all covered employees together with a certification of compliance with this article. Upon request from the city, the service contractor shall produce for inspection and copying its payroll records for any or all of its covered employees for any period covered by the service contract. The city may examine payroll records as needed to ensure compliance.

Failure to comply with the City of Miami Living Wage Ordinance may result in legal action by the covered employee or former covered employee as allowed by Florida Law, court impose sanctions, city impose sanctions, such as pay wage restitution, impose monetary damages, suspension or termination of payment, termination of contract, and debarment.

Please review City of Miami Code Section 18-556 through Section 18-559 for a complete and thorough description of the City of Miami Living Wage.

1.41. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.42. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

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

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making Protected Health Information (PHI) available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

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

1.44. INDEMNIFICATION - The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by itself or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

1.45. INFORMATION AND DESCRIPTIVE LITERATURE –Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.46. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.47. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City's Web Site following recommendation for award.

1.48. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

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

1.49. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.50. LOCAL PREFERENCE - City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder/proposer, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder/proposer.

1.51. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer's Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.52. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.53. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.54. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder's/Proposer's expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier's name being removed from the City of Miami's Supplier's list.

1.55. NONDISCRIMINATION –Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.56. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate

response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND –A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) –Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder’s/Proposer’s risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen’s compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the “Unit Price” column for each item. Based upon estimated quantity, an extended price shall be entered in the “Extended Price” column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm’s name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder’s/Proposer’s response may be included as part of the contract, at the City’s discretion.

G. The City of Miami’s Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. **IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.**

1.63. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City’s authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT –Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

1.70. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be

cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)

(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)

(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.

i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.

i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager's recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager's recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If "various" is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city's determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for

assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than \$25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or \$5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY –When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with your response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFLI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.82. TERMINATION –The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the

following apply:

- A.** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.
- B.** The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;
- C.** Funds are not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE- All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets."

If the Response contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS- Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City's specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for the Pre-Qualification of General Building/Specialty Trade Contractors, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Maritza Suarez, CPPB; fax: (305) 400-5025 or email: msuarez@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Wednesday, October 14, 2009 @ 5:00 p.m.. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. PRE-QUALIFICATION OF TRADES LISTED

Bidder must indicate Yes or No in the Target Value Field as listed in the Header Attribute Section of this solicitation, for each of the trades you are seeking pre-qualification for. If you've indicated Yes, provide the license number and attach a copy with your RFQ response.

2.4. DEFINITIONS

General Building/Engineering Contractor shall be hereinafter be referred to as "GC"

Specialty Trade Contractor shall be hereinafter be referred as "STC

Contractor(s) shall mean the GC(s)/STC(s) awarded a contract under this solicitation

Contract shall mean award of this solicitation to a Contractor(s) and shall include the Invitation to Bids, and addenda issued, the Request for Price Quotations (RPQ) issued and awarded, and any contract modifications or change orders.

Request for Price Quotations hereinafter referred to as "RPQ" shall refer to a document issued by the City containing work to be performed and requesting submittal of prices and other necessary information.

Work hereinafter shall mean work to be performed under the specific RPQ

Work Site shall mean the location where work is to be performed under the specific RPQ

Project Manager (PM) shall mean the City representative identified by the City department preparing the RPQ; and overseeing the completion of the Project.

2.5. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for an initial period of two (2) years with automatic annual extensions until the Purchasing Department deems it in the best interest of the City to issue a new solicitation.

The City shall have the right to terminate this contract pursuant to Section 2.26 of this solicitation.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.6. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions

established herein.

(2) Availability of funds

2.7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

2.8. METHOD OF AWARD

Award will be made to all responsive, responsible bidders who meet or exceed the minimum qualifications; these bidders shall be placed on a list of pre-qualified Contractors who will be contacted from time to time to provide written quotations for Work by the City.

At the sole discretion of the City additional vendors may be added to the list at any time, to maintain sufficient names and to ensure competition. The contractors seeking pre-qualification on the List shall be required to meet the minimum requirements. The City reserves the right to increase the number of Contractors as it deems in its best interest so as to obtain the most competitive rates at time of need.

2.9. PRICING

Written quotes by Contractors(s) shall be in the form of a lump sum (unless notified otherwise) and shall include all labor, supervision, materials and equipment, and any other items and/or incidentals identified by the City in the request for quotations necessary to do the work. The City shall notify the Contractors of the scope of work at the time of requesting written quotations as to the requirements for the work, including, but not limited to: time for completing the work; pre-quote meetings and/or site visits; (if applicable); post approval meetings; Performance/Payment bond and liquidated damages (if applicable); if the work is to be performed at nights, on weekends, and the deadline for submission of written price quotes etc.

The City will pay, and the Contractor shall accept as full compensation for completing the Work under an RPQ, the sums specified in the RPQ, as accepted by the City.

2.10. AWARDING WORK ASSIGNMENTS

The Project Manager for the City Department requesting work shall prepare a Request for Price Quotation (RPQ). The RPQ shall include but no be limited to a scope of work and any required drawings, if applicable and if available, time frame for performing the Work, the due date for responding to the RPQ, and other special requirements.

2.11. MINIMUM QUALIFICATION REQUIREMENT

All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, for the types of work covered by this Contract and issued by:

A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or

B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof

shall result in rejection of the response to this RFQ.

If the General Contractor or Specialty Trade Contractor is a joint venture, or a venture or whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the DRP attesting that they have satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

2.12. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

2.13. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder's performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder's behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

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

(1) Worker's Compensation

A. Limits of Liability - Statutory - State of Florida

(2) Commercial General Liability:

A. Limits of Liability

Bodily Injury and Property Damage Liability - Each Occurrence: \$1,000,000

General Aggregate Limit: \$2,000,000

Personal and Adv. Injury. Products and Completed Operations and Fire Damage: \$1,000,000.

B. Endorsements Required:

City of Miami included as an Additional insured. Employees included as insured. Contractual Liability.

(3) BusinessAutomobile Liability

A. Limits of Liability

Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - \$1,000,000

B. Endorsements Required:

City of Miami included as an 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 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 V" as to financial

strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

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 bidder of his liability and obligation under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the 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:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation To Bid.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.

The 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 Bidder.

2.14. PRE-BID/PRE-PROPOSAL CONFERENCE

None

2.15. RPQ PRE-BID CONFERENCE/SITE VISIT (MANDATORY)

When requested by the City, a mandatory pre-bid conference will be held to discuss the specifications contained in the RPQ. All contacted Contractors are required to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to visit the site, present questions to staff and obtain clarification of the requirements of the RPQ documents. Because the City considers the conference to be critical to understanding the RPQ requirements, attendance is **mandatory** in order to respond to the RPQ.

2.16. AUTHORITY OF THE PROJECT MANAGER

The City hereby authorizes the Project Manager (PM), to determine in the first instance all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of, the Work to be performed, including without limitations: questions as to the value, acceptability and fitness of the Work, questions as to either party's fulfillment of its obligations under the Contract, negligence, fraud or misrepresentation before or subsequent to acceptance of any Work performed under this Contract; questions as to the interpretation of the Work to be performed; and claims for damages, compensation and losses.

2.17. COMPLETED WORK

The City shall be notified by the Contractor upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Contractor at no additional charge to the City.

2.18. LAYOUT OF THE WORK

The Contractor shall be responsible for the location and layout of all work, and shall be responsible for all field measurements and elevations that may be required for execution of the work to the exact position and

elevation. In the case of dimensions, field dimensions, etc. it shall be the Contractor's responsibility to field measure, obtain and verify same. Each City department will be responsible for notifying the Contractor when services are required and for providing the location and address. The City will be responsible for providing access to the work site.

2.19. CONTRACTORS USE OF PROJECT SITE

The Contractor shall limit its use of the facility or premises to the Scope of Work, so as to allow for the City's continuous operation. This is necessary as many of the sites where work will be performed will remain in operation during work.

2.20. USE OF PREMISES

The contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The contractor shall take all measures necessary to protect his own materials.

2.21. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.22. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.23. CITY FURNISHED DRAWINGS

Whenever possible the City will furnish drawings, if available, however there may be times where there are no drawings available for the Contractor. It shall be the sole responsibility of the Contractor to bring to the attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden conditions, prior to commencing the Work. The Contractor shall be solely responsible for verifying the drawings prior to commencing the Work and shall be responsible for any errors or revisions of the Work which might have been avoided by notifying the City prior to commencement. This shall apply to any revisions or omissions identified by the Contractor.

The Contractor shall have no basis for any claim for additional costs resulting from its failure to identify any required revisions, omissions, errors, etc., not identified in writing to the PM prior to commencing the Work.

2.24. PROCEDURES FOR OBTAINING RPQ'S

When a City Department elects to have Work performed, the Project Manager is to contact the Purchasing Department, who will issue the notification via e-mail only. The RPQ shall specify all relevant information, which includes but no be limited to the following:

1. Location where work is to be performed
2. Technical specifications including any design criteria (scope of work)
3. Design drawings (if available)
4. Start date for the Work and the completion date
5. Logistical constraints that Contractor must conform to in performing the work.
6. Date and time of site walk-thru prior to bid submission, if required
7. Performance and Payment Bond (if applicable)
8. Name of the Project Manager
9. Deadline for submission of RPQ quotes
10. Liquidated damages if applicable

The RPQ will state the time and place for inspections of the project site, if required or recommended. Except in cases of emergencies or in time of constraints, the City will use reasonable efforts for scheduling such site inspection within forty-eight (48) hours of distribution of the applicable RPQ.

The Contractor shall perform the Work pursuant to the prices furnished in response to the RPQ, provided the City has accepted the Contractor's pricing. Contractor acknowledges and agrees that the City will accept the Contractor's pricing provided that such pricing is the lowest responsive bid submitted by the Contractors qualified by the City to perform the work.

Written Price Quotations submitted under the RPQ shall be irrevocable for a period of sixty (60) days from the RPQ submission date.

The City reserves the right to reject any and all bid prices, rebid or cancel an RPQ at any time.

The following threshold amounts will be followed when issuing RPQ's:

1. \$5,000.00 or less - RPQ's within this threshold shall obtained by the end user department or submitted electronically to the Purchasing Department within the deadline date and time. Work within this threshold does not require competitive quotations and are usually awarded to a qualified single trade Contractor.
2. \$5,000.01 to \$25,000.00 - RPQ's within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. It shall be the sole prerogative of the City as to the total number of vendor(s) requested to submit price quotations for each project, provided that no less than three (3) are contacted, if available, for a single trade or a multi-trade Contract. A mandatory pre-bid conference/site visit may be required on Contracts of this type.
3. \$25,001.00 to \$300,000.00 (as amended by Florida Statute Section 255.20) - RPQ's within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. A Performance Bond may be required for work over \$25,000.00, and a mandatory pre-bid conference/site visit may be required on all Contacts within this threshold. The City shall contact all vendors registered under that particular trade, whether it is a single trade or a multi-trade Contract.

A single trade involving electrical work exceeding \$75,000.00, as amended by Florida Statute Section 255.20, will be competitively awarded through the issuance of another competitively sealed bids or proposals submitted and awarded in response to an invitation for bids, request for proposals, or request for qualifications. The latter two will result in competitive negotiations.

4. EMERGENCIES

When a City Department determines that the Work to be performed is an emergency which affects health, safety or welfare, the City may award Work without obtaining more than one price quotation, subject to approval by the Purchasing Department, and the issuance of a Purchase Order.

2.25. EXTRA WORK

The City reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Purchase Order and the applicable RPQ and which are within the general scope of the Contract. Any such changes will be known as "Extra Work".

2.26. PUBLIC CONVENIENCE AND SAFETY

The contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.

The contractor shall meet the following noise abatement performance standards for all construction equipment:

Between the hours of 7:00 A.M. and 6:00 P.M. noise levels shall not exceed 80 dBA at the nearest residential or commercial property line.

Operation of equipment should be avoided between the hours of 6:00 P.M. and 7:00 A.M., but if required, the noise level shall not exceed 65 dBA.

2.27. TERMINATION

A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.28. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder's/proposer's authorized signature affixed to the bidder's/proposer's acknowledgment form attests to this.

2.29. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

2.30. UNAUTHORIZED WORK

The Successful Proposer(s) shall not begin work until a Purchase Order is received.

2.31. LICENSES AND PERMITS

Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.

The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Contractor's expense.

2.32. PERFORMANCE

The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

2.33. SAFETY MEASURES

Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.34. WORKMANSHIP AND MATERIALS

All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

2.35. LIQUIDATED DAMAGES

Upon failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, the bidder shall be subject to assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

2.36. WARRANTY ON PARTS AND MATERIALS

All parts offered shall carry a 90-day free replacement warranty covering defects in material and workmanship. Adjustments on parts which fail after the first 90 days will be adjusted as determined by the

warranty period stated in your bid and the contract purchase price on a cost-per-month basis.

If delivery of repair parts or warranty work is not performed by the contractor within a period of five working days, a daily charge equal to the daily rental costs of the equipment will be billed to the contractor or manufacturer for each working day beyond the specified allowable five working days.

2.37. PERSONNEL

Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary personnel required to perform all services arising from the award of the Contract. All personnel employed shall be employees of Bidder.

Personnel assigned to perform services at any of the City's facilities must hold current licenses as reflected within this IFB.

All the services required herein shall be performed by the successful Bidder, and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the successful bidder must be covered by Workmen's Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the City. Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary qualified personnel required to perform all services arising from the award of the Contract.

2.38. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this IFB.

2.39. PRICING AND PAYMENT

Price Quotations submitted by Contractors shall include all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees. No overtime will be authorized by the City which exceeds the rates quoted in this IFB. Payments will be made in arrears, for services rendered, upon submission of properly certified invoices and/or approved inspections reports. All such information shall be provided to the Project Manager for his approval in advance of payment.

Building and other damages caused by Contractor's employee(s) shall be estimated by the Project Manager and computed actual costs of repairs shall be deducted from the Contractor's billing(s).

2.40. LICENSE OF BIDDERS

All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, etc. for the types of work covered by this Contract and issued by:

A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or

B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof shall result in rejection of the response to this IFB.

If the General Contractor/Engineering or Specialty Trade Contractor is a joint venture, or a venture or whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the DRP attesting that they have

satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

2.41. CLEANING AND PROTECTION

The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws.

Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each work day.

Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract.

The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.

Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.

The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.

Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall removed all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.

2.42. LIMITATION OF PROJECT

Limitation of Contracts shall be \$300,000.00 per project, as amended by Florida Statute Section 255.20, and in accordance with Section 2.24.

2.43. LICENSES FOR TRADES

Contractor(s) must be licensed in accordance with the provisions of the Code of Miami-Dade County and Florida State Statute. The Contractor may be required to provide proof of licensing prior to being pre-qualified under this Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

2.44. EXTENSION OF TIME

If the Contractor is delayed at any time during the progress of the Work beyond the Substantial Completion Date set forth in the Request for Price Quotation (RPQ), by the neglect or failure of the City or by Force Majeure, then the Substantial Completion Date set forth in the RPQ shall be extended by the City.

2.45. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or public enemy, fire, explosions, rots, strikes (not including strikes of the Contractor's Staff Personnel), or war. Notwithstanding the foregoing, the failure of any of the Contractor's suppliers, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, or the like including, but not limited to,

acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of personnel of the Contractor's suppliers), or war.

2.46. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, nor claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

2.47. INSPECTION

At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Work, including materials and their manufacture or preparation, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor the any failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from its obligations under the term of this contract.

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract.

The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.

Any inspection hereunder shall not reasonably disrupt the Contractor's performance of the Work.

2.48. DIFFERING SITE CONDITIONS

The Contractor shall promptly, before such conditions are disturbed, notify the Project Manager in writing of; (1) latent physical conditions at this site differing materially from those indicated in the RPQ and/or drawing, or (2) physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in the RPQ or this Contract, but unknown to the Contractor until encountered during prosecution of the Work. The Project Manager shall promptly investigate such condition(s) to determine if the condition(s) constitute a differing site condition exist which causes an increase or decrease of the Contractor's cost of, or the time required for, performance of any part of the Work, the Project Manager shall notify the Contractor of such facts. The Contractor shall then provide a detailed Change Order Proposal as specified by the Contract.

No claim for an extension of time and/or an equitable by the Contractor due to differing site conditions shall be allowed unless the Contractor has given the notice required above and met all requirements in Paragraph 3.39, Extension of Time.

The requirements for equitable adjustments for compensation for Extra Work shall apply to any changes

under this Paragraph for differing site conditions. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment is made under an RPQ.

2.49. WARRANTY OF CONSTRUCTION

For a period of one year, except as provided below, from the date of Completion, the Contractor warrants that the Work conforms to the Contract requirements and is free of any patent and/or latent defect of the material workmanship

Exceptions to the above year warranty:

Where the manufacturer of material provides a warranty in excess of one year the Contractor shall provide the City with the Manufacturer's warranty. Contractor shall be obligated to provide to the City copies of all Manufacturer's warranties and guarantees.

Where the City specifies in an RPQ a warranty greater than one year shall apply. Such warranty will only be for the specific RPQ.

The warranty hereunder shall be in addition to whatever rights the City may have under the law. The Contractor's obligation under this warranty shall be at its own cost and expense, promptly to repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract. Within the warranty period such that it complies with the Contract.

In case the Contractor shall fail to repair or replace defective work in accordance with the terms of this warranty or if immediate repair or replacement of defective work is necessary, the City shall have the right to cause such repairs or replacement to be at the expense of the Contractor.

The warranty covering any defective Work shall be reinstated for a period of one year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or interrelated parts, components and items function properly. The warranty reinstatement provided for in this Paragraph shall apply only to the first replacement or repair on any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such effect items, parts and components.

All guarantees and warranties under this Contract are fully enforceable by the City acting in its own name.

2.50. ACCIDENTS

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work.

The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50

The Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

2.51. CONSENT OF CITY REQUIRED FOR SUBLETTING OR ASSIGNMENT

If the Contractor assignee, transfer, sublets or otherwise disposed of this Contract or its rights, title or interest in or to the same or any part thereof without the previous consent in writing of the City, such action shall be an Event of Default. Nothing herein shall either restrict the right of the Contractor to assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

2.52. CONTRACT CONTAINS ALL ITEMS

This Contract, the RPQ completed and all documents incorporated by references contain all the terms and conditions agreed upon the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

2.53. CONTRACTOR FURNISHED DRAWINGS

An RPQ may require the Contractor to furnish shop and/or as-built drawings depending on the nature and scope of the work to be performed. The decision to require such drawings is at the discretion of the City of Miami

Where required by the RPQ, the Contractor shall furnish as-built drawings to the PM. Final payment shall not be made until the as-built drawings are received and accepted by the PM.

The review of the drawings will be general and shall not be construed: (1) as permitting any departure from the Contract requirement and RPQ; (2) as relieving the Contractor of the responsibility for any errors, including detail dimensions, and materials; (3) as accepting departures from details furnished by the City.

2.54. CONTRACTOR'S DAMAGE FOR DELAY

Except as may be otherwise specifically provided for this Contract, the Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by an act or omission of the City or any of their representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claims shall be compensated solely by an extension of time to complete performances of the Work. In this regard, the contractor alone hereby specifically assumes the risk of such delays, including without limitations: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals replies, inspections or test of the Work, in a timely manner.

2.55. CONTRACTOR'S WORK SCHEDULE

The Contractor shall schedule the work in accordance with the requirements set forth in the RPQ. The Contractor shall have broad discretion in scheduling work. The PM, at his/her sole discretion any required that a detailed schedule be submitted for review and acceptance. The PM's basis for not accepting any schedule shall be generally limited to a determination that the work sequence lacks logic, is unreasonable, is incomplete or is inconsistent with any other contractual requirements, such as phasing plan.

With respect to any submission by the Contractor under this Paragraph, no review, acceptance or approval by the PM shall release or relieve the Contractor from its obligation to fully and properly complete the Work, or any other duty, responsibility or liability imposed on it under this Contract, including, but not limited to the obligation to complete the Work within the time set forth in the applicable RPQ.

Receipt by the PM of an updated or revised schedule shall be construed to mean that the PM agrees that the progress of the work is as shown or indicated therein or that the updated or revised schedule is acceptable to the PM.

2.56. CITY MAY AVAIL ITSELF OF ALL REMEDIES

The City may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies to in law or in equity

2.57. CITY OCCUPANCY

The City may occupy all or any portion of a facility during the entire period of Work. The Contractor shall cooperate fully with the PM during the Work to minimize conflicts and to facilitate City operations and the operation of any other contractors.

2.58. GENERAL REQUIREMENTS

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any Staff Personnel if so ordered by the City, should the City make a determination in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.

The Contractor warrants and represents that its Staff Personnel have proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and effectively progress the performance of the Work.

The City and other agencies authorized by the City shall have free access at all times to the Work site.

Staff Personnel shall be employees of the Contractor, who shall be responsible for deducting all taxes and payments of workman's compensation and unemployment insurance.

2.59. PAYMENTS RELATED TO GUARANTEE OBLIGATIONS

The City may withhold from payments to be made such sums as may be reasonably be necessary to ensure completion of the Work with respect to defective work, equipment or materials which may be identified by the Contract Administrator.

The City may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor's failure to fully perform its obligations under this Contract.

The Contract Administrator, prior to withholding or deducting any monies hereunder, shall give the Contractor notice of the defective work, equipment or material and the basis for the withholding or deduction.

Upon the Contract Administrator's determination that the Contractor has fulfilled his obligations, the City will pay the Contractor any sum so retained, subject to Contractor's submission of, or compliance with any remaining documentation or obligation, as the case may be, in accordance with this Contract.

2.60. SAFETY PRECAUTIONS

The Contractor must adhere to the applicable environmental protection guidelines for the entire duration of the Work. If hazardous waste materials are used, detected or generated at any time, the Contract Administrator must be immediately notified of each and every occurrence. Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public Authorities (including OSHA, EPA, DERM, Miami-Dade County PDR South Florida Building Code) which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is provided with the adequate safeguards, including but not limited to; proper safe rigging, safety nets, fencing, scaffolding, barricades and ladders that are necessary for the protection of their employees, as well as the public and City employees. All riggings and scaffolding shall be of good sound materials, of adequate dimensions for its intended use, and substantially braced, tied or secure to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding and ladders shall be OSHA approved.

If an emergency condition should develop during Work, the Contractor must immediately notify the Contract Administrator of each and every occurrence. The Contractor should also recommend any appropriate courses of action to the Contract Administrator.

2.61. CONTRACT ADMINISTRATOR

The Contract Administrator, as identified in the RPQ shall work closely with the Project Manager in the issuance of Request for Price Quotation, vendor selection, bid openings, insurance regulations, performance bond, or any other related duties to insure that a fair and lawful Contract is in place, and to insure optimum contract compliance.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

SCOPE

The bidder at time of bid submission, and at all times during the Contract, must meet the requirements stated below. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of bid opening. Failure to submit such additional information, within the time frame established by the City may result in the rejection of a bidder's submission for pre-qualification. Failure to continue to meet the minimum requirements during the Contract term may result in the termination of the Contractor's contract with the City, however; the City may, at its sole discretion permit a contractor to remedy the deficiencies.

3.2 WORK

The work required under this contract is skilled work in the following areas, but not limited to:

- A) Air Conditioning/HVAC
- B) Alarm Systems/Entry Systems/Fire Alarms
- C) Asphalt Sealing (Excluding Roadway Pavements)
- D) Audio/Visual
- E) Awning/Shutters
- F) Carpentry/Wood Work/
- G) Carpeting
- H) Electrical
- I) Fencing
- J) Fire Sprinkler System
- K) Flooring
- L) General Building (GC)
- M) Glass/Glazing
- N) Irrigation/Sprinkler System
- O) Locksmith
- P) Marine Services
- Q) Mechanical
- R) Mechanical (Fire Systems)
- S) Painting/Waterproofing
- T) Plumbing
- U) Pump Repairs
- V) Roofing
- W) Roll-Up Door
- X) Swimming Pool
- Y) Tennis/Sports Courts
- Z) Tile
- AA) Water Intrusion
- BB) Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing)

3.3 MINIMUM PRE-QUALIFICATION REQUIREMENTS

Award of this contract will be made to all responsive, responsible bidders who provide evidence, that they meet or exceed the minimum qualification requirement outlined in Special Condition No. 2.10. of this solicitation.

Additionally, the following must be provided with your bid response:

- Current copy of Occupational License
- Contact Person, Phone Number and E-Mail Address for twenty-four (24) hours, seven (7) days a

week, electronic communication. This person must be available to answer telephone communications during normal working hours (Monday thru Friday), and an answering machine/service for occasions that an individual is not available. Bidder(s) shall be aware of the possible loss of business due to the bidder being unavailable.



City of Miami

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Text File Report

File ID: 09-01226

Type: Resolution

Status: Passed

Enactment #: R-09-0526

Enactment Date: 12/10/09

Version: 1

Introduced: 10/26/09

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE RESPONSES OF VARIOUS PRE-QUALIFIED VENDORS AS LISTED ON "ATTACHMENT 1," ATTACHED AND INCORPORATED, FOR THE DEPARTMENT OF PURCHASING, TO PROVIDE GENERAL BUILDING/ENGINEERING AND SPECIALTY TRADE SERVICES FOR VARIOUS CITYWIDE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS, ON AN AS-NEEDED PROJECT BASIS, FOR AN INITIAL PERIOD OF TWO (2) YEARS, WITH AUTOMATIC ANNUAL EXTENSIONS UNTIL SUCH TIME AS IT IS DEEMED IN THE BEST INTEREST OF THE CITY OF MIAMI TO ISSUE A NEW SOLICITATION; ALLOCATING FUNDS FROM VARIOUS SOURCES, SUBJECT TO BUDGETARY APPROVAL AT TIME OF NEED; FURTHER AUTHORIZING, IN ACCORDANCE WITH THE REQUEST FOR QUALIFICATION, THE ABILITY TO ADD QUALIFIED FIRMS OR INDIVIDUALS TO THE CONTRACT WHEN DEEMED IN THE CITY OF MIAMI'S BEST INTEREST WITHOUT FURTHER CITY COMMISSION AUTHORIZATION.

WHEREAS, the Department of Purchasing has determined that a pre-qualified list of vendors is required to perform general building/engineering and specialty trade services for various Citywide construction, maintenance and repair projects for the City of Miami ("City") to improve the City's ability to acquire such services on an as-needed project basis; and

WHEREAS, pursuant to Request for Qualifications ("RFQ") No. 184144, the City sought proposals for the Pre-Qualification of General Building/Engineering and Specialty Trade Services on an as-needed project basis; and

WHEREAS, the firms as listed in "Attachment 1", attached hereto, have been deemed qualified by the City; and

WHEREAS, in accordance with the RFQ, Qualified Firms may be added to the contract throughout the term of the contract should it be in the City's best interests without any further City Commission action; and

WHEREAS, funds are available from various sources, subject to budgetary approval at time of need;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The responses of various pre-qualified vendors as listed on "Attachment 1," attached and incorporated, for the Department of Purchasing to provide Citywide general building/engineering and specialty trade services, for various

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {1}