City of Miami Gardens
INVITATION TO BID

The City of Miami Gardens is requesting sealed bids from qualified companies to provide Residential Insulation Services within the City of Miami Gardens.

BID SUBMISSION
Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **If Delivered by mail send to:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **If Delivered in person:** Procurement Department location, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on Thursday, November 5, 2009, at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

"ITB# 09-10-009– RESIDENTIAL INSULATION SERVICES"

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #09-10-009 or may be found on the City's web site at www.miamigardens-fl.gov. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

FOR INFORMATION
For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 "Cone of Silence", public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

RESIDENTIAL INSULATION SERVICES
ITB# 09-10-009
November 5, 2009

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167th Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

1.2 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

1.3 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.3.1 TAXES:

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.3.2 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.3.3 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.3.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

1.4 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1515 N W 167th Street; Bldg. 5 Suite 200, if by mail and Bldg 7, Suite 440 if in person, Miami Gardens, Florida 33169.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for

making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

1.9 AWARDS:

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract 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 or who has failed to perform faithfully any previous contract with the City.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.11 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.12 PAYMENT:

Payment will be made by the City after the items awarded to a bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.13 DISPUTES:

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of $500.00 representing the filing fee, plus a cost bond in the amount of $2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The $2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

1.14 LEGAL REQUIREMENTS:

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

1.15 INDEMNIFICATION:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for

whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is “City of Miami Gardens”. This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as “Additional Insured” with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

1.16 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Gardens, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.17 OSHA:

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.17A SAFETY PRECAUTIONS:

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder

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1.18 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.19 ANTI-DISCRIMINATION:

The bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.20 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

1.23 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 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 to meet any terms of this agreement, the City will notify the bidder 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 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 non conforming with the terms of the contract.
E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder 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.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

1.24 CANCELLATION:

The City of Miami Gardens reserves the right to cancel 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 and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.

C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

1.25 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

1.26 SUBSTITUTIONS:

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.27 FACILITIES:

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

1.28 BID TABULATIONS:

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

1.29 APPLICABLE LAW AND VENUE:

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in

writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

1.31 CONTRACT:

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.32 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without

prior written consent of the City of Miami Gardens, which consent may be withheld.

1.33 LAWS, PERMITS AND REGULATIONS:
The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

1.34 OPTIONAL CONTRACT USAGE:
Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

1.35 SPOT MARKET PURCHASES:
It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

1.36 WARRANTIES OF USAGE:
Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

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

1.38 CODE OF ETHICS:
As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

1.39 NON-COLLUSION:
By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

1.40 PROHIBITION OF INTEREST:

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

1.41 FLORIDA PUBLIC RECORDS ACT:

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

1.42 TIED BIDS:

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

1.43 LOCAL PREFERENCE:

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 5% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 5% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

1.44 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov.

1.45 DRUG FREE WORKPLACE AFFIDAVIT:

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

1.46 SMALL, MINORITY, AND WOMEN'S BUSINESSES:

The City of Miami Gardens encourages Small, Minority, and Women's Businesses to participate in this solicitation.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

- Placing qualified small, minority, women's and disadvantage businesses on solicitation lists;
- Assuring that small, minority, women's and disadvantage businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, women's and disadvantage businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation small, minority, and women's businesses;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

RESIDENTIAL INSULATION SERVICES
ITB# 09-10-009
November 5, 2009

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, by means of sealed bids, with licensed company(s) to provide insulation services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service. The City estimates that 55 homes will require services as part of the City's residential rehabilitation program.

2.2 TERM OF CONTRACT:

It is requested that bidders quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of one (1) year. The City of Miami Gardens reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) years. Contract renewal shall be the City's 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. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to renewal date of any adjustment in the contract amount.

2.3 METHOD OF AWARD:

The City reserves the right to award this contract to multiple bidder(s) if it is deemed to be in the best interest of the City. Award based on price, and qualifications of responsive, responsible bidder.

2.4 PAYMENT:

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the contract. Invoices will be subject to verifications and approval by the requesting department.

The City will specify the approximate square footage per house requiring insulation services. Successful bidder(s) will invoice the City based on the square foot cost provided as part of this solicitation.

PURCHASING CARD PROGRAM:

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents shall presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form.

2.5 COMPLETION TIME:

Services must be coordinated with the homeowner and be completed within 5 calendar days from receipt of Purchase Order.

2.6 ADDITIONS/DELETIONS OF FACILITIES: (Not Used)

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

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract;

provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.8 SITE INSPECTION: (Not Used)

2.9 INSURANCE:

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.9.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - $1,000,000
The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.9.2 General Liability Insurance - $500,000 for each occurrence, general aggregate, personal injury and products/completed operations

2.9.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - $500,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

2.10 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: William Garviso, Facsimile: (305) 474-1285, e-mail: wgarviso@miamigardens-fl.gov

2.11 SAMPLES: (NOT USED)

2.12 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov The proposal title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.13 REQUIRED LICENSES:

Vendor to provide appropriate certifications/licenses with bid submittal. The City may request verification during the evaluation process.

2.14 LICENSES, PERMITS AND FEES:

The vendor shall obtain and pay for all licenses, permits and inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or vendor for failure to obtain required licenses or permits shall be borne by the vendor.

2.14 SUB-CONTRACTORS QUALIFICATIONS:

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the City during the bid evaluation period if such action is in the best interest of the City.

2.15 REFERENCES:

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.16 LIQUIDATED DAMAGES: (Not Used)

2.17 WARRANTY:

The successful bidder will be required to warranty all work performed. Bidder shall warrant its products and/or service against faulty labor and/or defective material for a one (1) year period.

The bidder shall promptly correct any deficiency, at no charge to the City, within five (5) calendar days after the bidder is notified of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the City for this work or items.

2.18 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.19 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered “Non-Responsive” if the required information is not submitted by the date and time specified.

Before submitting proposal, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.20 BIDDER QUALIFICATIONS:

In order for proposals to be considered, bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to the work and has adequate financial status to meet the financial obligations incident to the work.

2.21 LATE PROPOSALS:

The City of Miami Gardens cannot accept proposals received after opening time and encourages early submittal.

2.22 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.23 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND ONE COPY of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.24 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the successful bidder and issue its own tax exemption certificate as required by the bidder.

2.25 CHANGE ORDERS:

After the issuance of a purchase order, the successful proposer agrees if any change orders are necessary price will not exceed actual cost plus five percent (5%) overhead and five percent (5%) profit.

RESIDENTIAL INSULATION SERVICES
ITB# 09-10-009
November 5, 2009

3.0 MINIMUM SPECIFICATIONS:

3.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, with licensed company(s) to furnish all labor, supervision, materials, equipment required to provide residential insulation services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service. This contract may not be an exclusive contract.

3.2 INSULATION:

Provide and install blown-in insulation in the attic of the residential homes. Insulation shall have a minimum R-30 rating. Contractor will be required to provide a Certificate of Insulation with payment request containing coverage area, initial installed thickness, and R value.

1. Attic Openings. The attic opening should be insulated with insulated covers or a piece of batt insulation at the same R-value as the attic requirement and secure in place.
2. Attic Cards. A complete attic card shall be placed near the attic opening stapled to the truss or rafter when blown insulation is installed.
3. Attic Rulers. Install one attic ruler for every 300 feet of attic area where accessible. The installed blown insulation thickness should not be less than the minimum settled thickness on the attic card.
4. Combustible Sources. Keep all insulation at least three (3) inches away from combustible sources such as chimneys, non-IC fixtures, and heated pipes.
5. The insulation material must comply with IBC for flame spread and smoke density requirements.

3.3 GENERAL LOCATION OF WORK:

3.3.1 If property (public or private) is damaged while successful bidder is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City prior to the final acceptance of the work. Such property shall include but not be limited to: gutters, driveways, walls, fences, underground utilities, sod, shrubs, and trees or property improvement affected by the bidder's work.

3.3.2 The Successful bidder shall notify the requesting department in writing of the site having pre-existing damage, before beginning work. Failure to do so shall obligate the bidder to make repairs per section 3.2.1

3.3.3 The successful bidder is responsible for temporary removal and replacement of furniture, appliances and larger items that may interfere with this project.

3.4 PROTECTION:

3.4.1 The successful bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. All minimum safety standards required by

Municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the contractor.

3.4.2 Bidder must provide the protection(s) necessary to prevent damage to property where the services are being performed including adjoining properties.

3.4.3 Restore all damage to property or properties to its original condition, at bidder's expense, as acceptable to the City.

3.5 EMPLOYEES:

3.5.1 Successful bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

3.5.2 All employees of the bidder shall be considered to be at all times the sole employees of the bidder, under the bidder's sole direction, and not an employee or agent of the City. The bidder shall supply competent and physically capable employees and the City may require the bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

3.5.3 Bidder shall assign an "On Duty" supervisor who speaks and reads English (on duty means that the supervisor shall be present at the work site at all times during the conduct of work).

3.6 STORAGE OF MATERIALS:

3.6.1 Contractor must provide for its own storage of material and equipment. No on-site storage is permitted at the work area or other public areas. Contractor is responsible for all of his equipment, all materials, and etc. during construction of project.

3.6.2 Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus products is the responsibility of the contractor and Contractor's employees. The City of Miami Gardens assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

3.7 DISPOSAL OF WASTE:

3.7.1 Contractor shall be responsible for disposal of waste materials, containers and any and all excess materials, etc. at an off-site location on a <u>daily</u> basis in accordance with local, state and federal regulations. City dumpsters are not to be used by contractor.

3.8 PERMITS:

3.8.1 Contractor shall obtain all required permits. The fee for City permits will not be waived. Contractor shall include cost for any & all permits in the total price.

3.8.2 All work not stated herein shall be in compliance with the Florida Building Code 2004 Edition as amended and all other national, state, and local codes and regulations. All permits to be posted on job site.

3.9 BID CHECK LIST

YES___ NO___ 1. Copy of appropriate License and Permits

YES___ NO___ 2. Proof of ability to obtain insurance

YES___ NO___ 3. Bid Submittal Price

YES___ NO___ 4. Bid signed by authorized representative

YES___ NO___ 5. Vendor Representative Contact information

YES___ NO___ 6. Bid prepared in duplicate

YES___ NO___ 7. Business Tax Receipt

YES___ NO___ 8. Accept VISA Credit Card for payment

YES___ NO___ 9. References listed

The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a "NO BID" in any portion of a section will not be considered for that section award.

BID SUBMITTAL

Submit Proposal to:

CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th Street
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169

BID #09-10-009
Title: Insulation Services

November 5, 2009

_____
(Vendor)

agrees to supply labor, equipment, supplies required for residential insulation services as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation for insulation services performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the Insulation Services shall be included in this price.

SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:

Vendor shall insure adequate personnel and equipment to provide specified levels of service.	**YES**	☐	**NO**	☐
Vendor shall work with City of Miami Gardens personnel to insure satisfactory service.	**YES**	☐	**NO**	☐

Authorized Signature(Manual) **Authorized Signature (Printed)**

Date

Corporate Seal

Submit Proposal to:

CITY OF MIAMI GARDENS
PROCUREMENT DEPARTMENT
1515 N W 167th Street
Mail to: Bldg. 5 Suite 200
Deliver to: Bldg. 7 suite 440
Miami Gardens, Florida 33169

BID #09-10-009
Title: Insulation Services

November 5, 2009

To be opened and publicly read, Thursday, November 5, 2009 at 2:00 P.M. in Council Chambers.

Vendor Name: **Terms: Proposer see Paragraph 1.2**

Vendor Mailing Address: **F.E.I.D. No:**

City, State, Zip Code: **Cashier's Check/Proposal Bond is attached, when required, in the amount of $_____N/A_____**

Telephone :( ) **Fax:( )** **Toll Free: (800)**

Proposal Contact Person (Please print clearly):

==========

The Proposer declares that there has been an examination of the specifications of the work and is informed fully in regard to all conditions pertaining to the scope of services to be provided in accordance with the proposal documents.

All costs for materials, equipment, labor, supervision etc. required to complete the project(s) shall be included in this price.

Insulation services in accordance with terms and conditions herein **$_____Per Square Foot**

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Vendor's Signature

PROJECT: INSULATION SERVICES
OWNER: CITY OF MIAMI GARDENS

CONSULTANT: _____

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.

D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

_____

Official Representative: _____
Individual
Partnership (Circle One)
Corporation

<u>If a Corporation, answer this:</u>

When Incorporated:

_____

In what State: _____

<u>If Foreign Corporation:</u>

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

_____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

<u>If a Partnership:</u>

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address
1.	
2.	
3.	

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

   Yes ( ) No ( )

   If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have)_____(have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits:

B. List all completed lawsuits:

C. List all judgments from lawsuits in the last five years:

D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated_____,20__

INDIVIDUAL, FIRM OR PARTNERSHIP

By:_____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)**
_____

Social Security Number (OR) Taxpayer Identification Number (TIN):
_____

CORPORATION

By:_____/_____
(Signature) **(Print name)**

Address: _____

_____

_____

Telephone: (_____) _____ **Fax: (_____)** _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL **Attest By:** _____
Secretary

REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER		
Company Name:		
Address:		
Contact Name:		
Phone:	**Fax:**	**Email:**
Company Name:		
Address:		
Contact Name:		
Phone:	**Fax:**	**Email:**
Company Name:		
Address:		
Contact Name:		
Phone:	**Fax:**	**Email:**
Company Name:		
Address:		
Contact Name:		
Phone:	**Fax:**	**Email:**

SERVICE CONTRACTS EXPERIENCE

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of service contract experience. It is mandatory that all service contracts for governmental entities be included (Additional contracts may be submitted on a separate sheet in this format)

CONTRACTING COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	DATE OF CONTRACT, LOCATION AND BRIEF DESCRIPTION OF WORK PERFORMED
1. Company Name:	**1.**
Address:	
Contact Name:	
Phone: Fax: Email:	
2. Company Name:	**2.**
Address:	
Contact Name:	
Phone: Fax: Email:	
3. Company Name:	**3.**
Address:	
Contact Name:	
Phone: Fax: Email:	
4. Company Name:	**4.**
Address:	
Contact Name:	
Phone: Fax: Email:	

LIST OF SUBCONTRACTORS

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

SUBCONTRACTOR AND ADDRESS	CLASS OF WORK TO BE PERFORMED
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	

DATE _____ PROPOSER _____

BY: _____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,