INVITATION FOR BID

THOMAS SASSO POOL DECK RESURFACING
IFB NO. 16-15-16

ESTIMATED BUDGET $75,000.00

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
FEBRUARY 25, 2016 NO LATER THAN 12:00 P.M.(LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME
MARCH 3, 2016 NO LATER THAN 3:30 P.M. (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 16-15-16.**

Contact Person: Linda Julien, Assistant Purchasing Director
Email: purchasing@northmiamifl.gov

The City of North Miami, Florida, herein after referred to as "City", is hereby soliciting Bids from qualified and experienced vendors ("Bidders" or "Respondents") to provide resurfacing of a pool deck area.

Please submit one (1) original bound Bid, two (2) complete copies of the original Bid and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section**.** Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bids to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

"IMPORTANT, SOLICITATION ENCLOSED"
THOMAS SASSO POOL DECK RESURFACING
IFB No. 16-15-16

The City's tentative schedule for this Solicitation is as follows:

Event:	Date	Time
Advertisement Date:	February 16, 2016	
Non-Mandatory Sight Inspection:	February 23, 2016	1:30 pm-3:30 pm
Last Date for Additional Information & Clarifcation:	February 25, 2016	12:00 pm
Opening of Solicitation:	March 3, 2016	3:30 pm

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

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All of our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crimes

A-2 Non-Collusive Proposal Certificate

A-3 Local Preference

A-5 Addendum to Bid Documents

A-6 Proposer's Disclosure of Subcontractors and Suppliers

A-7 General Insurance Requirements

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Attachment can be found on the City's website accompanying this Solicitation at:
www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

e) "**Contractor"** means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

f) "Department" means a department of the City, as may be designated herein.

g) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.

h) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.

i) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.

j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

k) "Solicitation" means this **Invitation for Bids** (IFB) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

1.2 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 Office of the City Clerk of North Miami, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 no later than 3:30 p.m., local time on date due.

1.3 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.4 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 the 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 CANNOT be changed or altered in any way after submitted to the City.

1.5 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.6 PRICES QUOTES

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). Discounts to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempts are 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 120 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City of North Miami is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 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.

1.9 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.

1.10 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 North Miami, Florida.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post-consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The city may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above recycled content.

1.12 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 incomplete and not in compliance with the specifications as listed on the attached form.

1.13 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.

1.14 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 Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.15 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.

1.16 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov

1.17 AWARDS:

The City Manager reserves the right to reject all Bids or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional or fewer quantities at prices quoted on the Bid Proposal Form unless additional quantities are not acceptable, in which case the Bid Proposal Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.18 BID OPENING:

Bids shall be opened and publicly read in the Office of the City Clerk, 776 N.E. 125th Street, North Miami, Florida 33161 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

1.19 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB 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 Manager, unless loss or damage is the result of gross 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 Manager reserves the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.20 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.

1.21 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties

1.22 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.

1.23 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, 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. 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.

1.24 OSHA:

The Bidder warrants that the product and Services supplied to the City 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.

1.25 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.

1.26 SPECIAL CONDITIONS:

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

1.27 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.

1.28 QUALITY:

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

1.29 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City of North Miami 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 Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by 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

1.30 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.31 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City Manager. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.32 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on notice that the City Council, any evaluation committee members, neither employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.33 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Purchasing Manager may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City Manager. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.34 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the contact person, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be confirmed in writing either through the mail, via electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.35 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this IFB and any subsequent addenda issued by the City Manager shall govern all aspects of this Solicitation.

1.36 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City Manager may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.

1.37 CANCELLATION OF THE SOLICITATION

The City Manager 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 Manager 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 Manager. In the event the Contractor is found to be in default, the Contractor will be paid for all labor 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 Manager 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.

1.38 PROTEST

If a potential Respondent protests any provisions of the Solicitation documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Bids. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City, at the time of filing the formal written protest with the City Clerk, a filing fee in an amount equal to one percent (1%) of the amount of the Bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Respondent's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.39 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City Manager determines to be fair, competitive and reasonable.

1.40 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City Manager.

1.41 SUBSTITUTIONS:

The City of North Miami, 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.

1.42 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.43 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in **DUPLICATE** to the City of North Miami, 776 N.E. 125th Street, North Miami, Florida 33161.

1.44 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the

Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City Manager will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.45 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 Manager.

1.46 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.47 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.48 PUBLIC RECORDS AND EXEMPTIONS

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 agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.49 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Responses for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Bid is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City Manager. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.50 FACILITIES:

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

1.51 APPLICABLE LAW AND VENUE:

The law of the state of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any action shall be brought in Miami-Dade County, Florida.

1.52 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 North Miami Purchasing Department, a request for clarification by the deadline stated on the cover page of this solicitation. 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 North Miami Purchasing Department. The City Manager shall issue an Informational Addendum if clarification or minimal changes are required. The City Manager shall issue a Form Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum will be mailed 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.

1.53 BID TABULATIONS:

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

1.54 REVIEW OF RESPONSE FOR RESPONSIVENESS

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.55 CITY COUNCIL REVIEW

The Purchasing Manager will report the result of this IFB to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract negotiations. The City Manager reserves the right to reject all Bids.

1.56 THE CITY OPTIONS

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

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.57 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, or award to multiple Bidders, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

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 North Miami. 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 in Special Conditions.

B) The City shall award a Contract to a Bidder through action taken by the City Council or the City Manager.

C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.

D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for 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 Manager. If the Bidder is in default, the City Manager, through the Purchasing 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 Manager 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 Manager 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 Solicitation.

F) The City Manager 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, provided this is expressly made a part of any Contract awarded in regard to this Solicitation.

1.58 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she 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 Agreement.

1.59 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and Price Proposal Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

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

1.60 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.

1.61 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.

1.62 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.

1.63 FORCE MAJEURE:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

1.64 VENUE:

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida.

1.65 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.66 CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each IFB, RFP and RFQ after the advertisement of said IFB, RFP or RFQ. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or Services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular IFB, RFP or RFQ shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offer, service provider, Bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation 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 Council unless specifically prohibited by the applicable IFB, or Bid documents. A copy of all written communications must be filed with the City Clerk.

1.67 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Response non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City Manager **(See "Form A-6").**

1.68 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this IFB.

1.69 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this IFB. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.70 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.71 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal or Response submission, that is appropriate for the goods, Services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or Services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.72 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.73 COMMUNITY BENEFITS PLAN

The Contractor may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code.

The Contractor may be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Contractor may be

required to demonstrate and provide to the City Manager a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Proposers are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Contractor, as a precondition to the execution of any agreement. The Contractor's Community Benefits Plan shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Proposer.

1.74 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.75 TRUTH IN NEGOTIATION STATEMENT

The Contractor may be required to provide at the time for Contract execution, a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.76 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.77 LATE SUBMISSIONS

The City Manager will not accept Bids received after opening time and encourages early submittal.

1.78 SOLICITATION OPENING

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th Street, North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.79 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.80 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.81 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.82 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.83 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce

the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.87 EEOP UTILIZATION REPORT

Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Bid is to establish a contract, by means of sealed Bids, for the resurfacing of a pool deck area of approximately 12,500 square feet. This measurement is only an estimate and interested contractors will be responsible for taking their own measurements.

2.2 SEALED BIDS:

One original and one copy of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City Clerk, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 on or before 3:30 p.m. local time on March 3, 2016.

2.3 TERM OF CONTRACT:

This contract shall be executed after award by the City of North Miami, Florida. The term of this contract shall be for a period of 60 days.

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

If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder on the Bid form shall remain fixed and firm during the term of this contract. However, the Contractor may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

2.5 METHOD OF AWARD

Award of this Solicitation may be made to the lowest responsive, responsible Respondent whose Bid(s), qualifications and references demonstrate to be the most advantageous to the City. Low Bid will be determined by response given on the Price Solicitation Form or awards may be issued based on the lowest Bid per Service and/or Product. City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of City.

2.6 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

2.6.1 Respondent shall be licensed to do business in the State of Florida. Submit a Sunbiz report with your company registered as active. Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission.

2.6.2 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references

should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

2.7 INDEMNIFICATION AND INSURANCE

Bidders must submit with their Bid, proof insurance or a letter of intent to provide insurance that meets or exceeds the following requirements, if awarded the contract:

2.7.1 Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - $1,000,000

2.7.2 Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations, to remain in effect for at least two (2) years following completion of project.

2.7.3 Automobile Liability Insurance – $1,000,000 combined single limit bodily injury & property damage.

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor 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 North Miami as additional insured.

2.8 CONTACT PERSON:

For any additional information concerning procedures for responding to this bid, contact the Purchasing Department at (305)895-9886 or via e-mail at purchasing@northmiamifl.gov Such Contact is to be for clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or scope of work of this Invitation For Bid must be submitted in writing via email: purchasing@northmiamifl.gov The bid number and bid title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the bid. No questions will be received verbally or after said deadline.

2.9 LOCAL PREFERENCE:

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total bid price shall be given to a local business.

2.10 TIE BIDS:

In accordance with the City of North Miami Code of Ordinances Sec. 7-141 , regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local. The responsive bidder deemed by staff to have more experience and better qualifications will be selected.

2.11 NON-EXCLUSIVITY CLAUSE:

If a contract is awarded as a result of this Invitation to Bid, the contract shall be non-exclusive and shall not in any way preclude the City of North Miami from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources including state contractors.

2.12 FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, then the City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then the City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Bids.

2.13 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for work completed by the Contractor during various phases of the Work assignment. The Respondent shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed phase of the work assignment. The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.13.1 RESPONDENT INFORMATION:

- The name of the business organization as specified on the Contract between City and Respondent
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

2.13.2 CITY INFORMATION:

- City Purchase Order Number

2.13.3 PRICING INFORMATION:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

2.13.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.13.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, services or property

2.13.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

Payment will be made once a month, unless approved by the Project Manager. Compensation may be made to the Bidder of up to ninety percent (90%) for the work completed in each payment requested submitted. Retainage will be kept until final completion and acceptance of project.

The City will pay the contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver and install as described herein to make the work complete.

2.14 COMPLETION TIME:

Completion of the project must be achieved within **30 Calendar Days** from Notice to Proceed. The City seeks a contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If, in the opinion of the City's project manager, the successful Bidder fails at any time to meet the requirements herein, including completion requirements, then the contract may be cancelled upon written notice.

2.15 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Respondent. Barricades shall be provided by the Respondent when work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

2.16 STORAGE OF MATERIALS:

Bidder must provide for own storage of material and equipment. All material and or equipment shall be removed at the end of each work day unless prior written approval is obtained for storage on Public facilities by the Public Works Department. The City will not be responsible for any materials and/or equipment stored on site.

2.17 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was performed as mutually agreed upon with the Project Manager.

2.18 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Respondent are found to be defective or do not conform to specifications:

2.18.1 The materials may be returned to the Respondent at the Respondent's expense and the Contract cancelled or

2.18.2 The City may require the Respondent to replace the materials at the Respondent's expense.

2.19 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.19.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Respondent shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Respondent shall remain in force for the full period identified by the Respondent; regardless of whether the Respondent is under Contract with the City at the time

of defect. Any payment by the City on behalf of the goods or services received from the Respondent does not constitute a waiver of these warranty provisions.

2.19.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within 10 calendar days after the City notifies the Respondent of such deficiency in writing. If the Respondent fails to satisfy the warranty within the period specified in the notice, the City may;

(a) Place the Respondent in default of its Contract, and/or

(b) Procure the products or services from another source and charge the Respondent for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.20 GUARANTEE AGAINST DEFECTS SHALL BE TWO (2) YEARS

The Respondent shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment for a minimum period of two (2) years after date of acceptance. The Respondent shall promptly correct these deficiencies, without cost to the City, within 10 calendar days after the City notifies the Respondent of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

The contractor shall submit the signed Special Warranty along with the billing invoice. A 10% withholding fee shall be implemented and shall be redeemable upon satisfactory completion of this agreement.

2.21 PROTECTION:

All work in fulfillment of this project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of North Miami prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, and trees.

Contractor shall notify the Public Works Department in writing of the site having pre-existing damage of sidewalks, curbs, façade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

2.22 CHANGE ORDERS:

After execution of written contract, Bidder agrees if any change orders are necessary, price will not exceed actual costs plus five percent (5%) overhead and five percent (5%) profit.

2.23 INSPECTION BY THE CITY

The Respondent is required to conduct on-site inspections at times which are mutually

convenient to the Respondent and the City's officials, and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes and general construction techniques. The Respondent shall provide reasonable notice to the City prior to the scheduling of these on-site production inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications or the Respondent's offer.

2.24 ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Respondent-provided product is determined to not meet the specifications and requirements of the Contract, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the rejected item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.25 NOTICE TO PROCEED

The Respondent shall neither commence any work nor enter a City work premise until a written Notice to Proceed (NTP) from a City Project Manager, or an authorized City representative is issued. Such notification shall be superseded by any emergency work required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.26 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

A written instruction from an authorized City representative shall constitute sufficient notice to the Respondent to commence work. The Respondent shall state in its offer the number of calendar days from the date of the NTP in which will guarantee the completion of work, repairs, and/or services. Time for completion may be considered a factor in determining the Respondent to whom award will be made, if so stipulated in provision entitled "Method of Award".

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Respondent(s); except in such cases where the completion date will be delayed due to Force Majeure beyond the control of the Respondent. In these cases, the Respondent shall notify the City of any delays in advance of the original completion date so that a revised completion schedule can be appropriately considered by the City.

Should the Respondent(s) to whom the Contract(s) is awarded fail to complete the work within the number of days as stated in its offer, it is hereby agreed and understood that the City reserves the authority to cancel the Contract with the Respondent and to secure the Services of another Respondent to complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the Respondent for work which was completed and found acceptable to the City in accordance with the Contract specifications. The City may, at its discretion, demand payment from the Respondent, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the City as a result of having to secure the Services of another Respondent. If the incumbent Respondent fails to honor this invoice or credit memo, the City may terminate the Contract for default.

2.27 WORK ACCEPTANCE

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.28 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.29 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Bid the Respondent shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.30 LICENSES, PERMITS AND FEES

The Respondent shall obtain and pay for all applicable, permits required for this Project; 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 the Respondent for failure to obtain required permits shall be borne by the Respondent.

The Contractor shall be required to possess the required occupational licenses, insurance, bonding, etc., as specified herein.

2.31 HOURS OF WORK:

No work shall be done on Sunday or any day between the hours of 6:00 p.m. and 8:00 a.m., unless permission, in writing, is obtained from the Director of the Public Works Department or his representative.

2.32 EMPLOYEES:

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.

The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

2.33 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors that will be used in the performance of the proposed Contract, their capabilities, experience, and the portion of the work to be done by the Subcontractor. The competency of the Sub-contractor(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 Respondent fails to identify any and all Subcontractor in the Bid, the Respondent 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. (Contract Form A-6)

2.34 REFERENCES:

Each Bid must be accompanied by a list of three (3) references of similar work, which shall include the name of the company, a contact person and the telephone number. (Contract Form A-14)

2.35 WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit over other Respondents.

2.36 BID SUBMITTAL:

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

Before submitting Bid, each Bidder shall conduct all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Manager.

2.37 BIDDERS QUALIFICATIONS:

In order for Bids to be considered, Bidders must submit with their Bid, 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; have available the organization and qualified manpower to do the work; and serviced similar type, size and complexity of projects.

2.38 LATE BIDS:

The City of North Miami cannot accept Bids received after opening time and encourages early submittal.

2.39 EXCEPTIONS TO SPECIFICATIONS:

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

2.40 COMPLETE INFORMATION REQUIRED ON BID FORM:

All Bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid Bid, the ORIGINAL AND TWO COPIES of the Bid and Bid Proposal Form pages should be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.41 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative."

2.42 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Bid Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION/SCOPE OF WORK

The purpose of this Bid is to establish a contract, by means of sealed Bids, for the resurfacing of Thomas Sasso pool deck area of approximately 12,500 square feet. This measurement is only an estimate and interested contractors will be responsible for taking their own measurements

3.2 SCOPE OF WORK

Contractor shall perform all necessary work, including but not limited to:

- Removal existing materials and haul away;
- Prepare existing surface with dustless grinders and scarifiers as required;
- Remove loose sections of concrete from the deck and haul away;
- Wash and clean deck with a pressure washer
- Cut open cracks and replace the material in the existing expansion joints with flexible materials;
- Install a deco drain along the joint between the main pool and wet-tot-lot;
- Apply an appropriate bonding agent to the existing concrete deck;
- Apply the finished product per manufacturer specifications;
- Apply any skid/slip resistant material required to meet current code;
- Pressure clean and seal pavers around pool perimeter;
- Pressure clean the pool coping and stain/treat.

3.3 COMMUNITY BENEFIT PLAN

The Respondent may be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Contractor's Community Benefits Plan, if required, shall be incorporated into and shall become a part of the agreement entered into between the City and the selected Bidder.

3.4 LOCATION

Thomas Sasso Pool - 12502 NW 11th Avenue, North Miami, FL 33168

3.5 DEBRIS REMOVAL

Contractor will remove debris, waste materials and unsuitable or excess debris to appropriate off site locations for disposal. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A $100 fine per day will be assessed for each violation.

It will be the Contractor's responsibility to remove all debris from the work site daily, leaving the general area in a clean condition. All trash and other debris shall be disposed of properly. An alternative debris removal plan may be proposed in writing, but will not be deemed accepted by the City until the City's project manager signs off on the plan.

3.6 UTILITIES

The Contractor is responsible for obtaining utility locations prior to excavating. It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

END OF SECTION

SECTION 4.0

FORMS

COVER PAGE & CONTACT PERSON INFORMATION

THOMAS SASSO POOL DECK RESURFACING
IFB No. 16-15-16

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): _____

Doing Business As (DBA) *If applicable*: _____

Federal Employee Identification Number (FEIN) (If none, Respondent Social Security Number): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

_____

Fax Number: _____

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

MINIMUM REQUIREMENTS

THOMAS SASSO POOL DECK RESURFACING
IFB No. 16-15-16

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit proof of such license.	**Attach Copy of Active License(s)** ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

PRICE PROPOSAL FORM

THOMAS SASSO POOL DECK RESURFACING
IFB NO. 16-15-16

BID SUBMITTAL

DELIVER TO:	**DUE DATE:**
City of North Miami Office of the City Clerk 776 N.E. 125th Street North Miami, FL 33161-5654	March 3, 2016 3:30 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other Contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the Office of the City Clerk at the address shown above at stated time and date.

THOMAS SASSO POOL DECK RESURFACING

PRICE PROPOSAL FORM

	Lump Sum Price:	**$**
	Grand Total:	$

Total Completion Time for Project: _____ Calendar Days.

Completion Time of Project is no more than 30 calendar days.

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

_____
Company Name

_____ _____
Offeror Signature Date:

_____ _____
Name: (Please Print) Title:

User Department: Parks and Recreation Department

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

CITY CONTRACT FORM CHECKLIST

THOMAS SASSO POOL DECK RESURFACING
IFB No. 16-15-16

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements	
	Price Solicitation Form	
	Response Submittal Checklist	
Tab/Page No.	**Section Two (2) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____