INVITATION FOR BID

WINSON WATER TREATMENT PLANT REHABILITATION OF BISCAYNE AQUIFER PRODUCTION WELLS
IFB NO. 33-06-15

PRE-SOLICITATION CONFERENCE
JULY 16, 2015 AT 3:00 P.M. **(NON-MANDATORY)**

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
JULY 20, 2015 AT 12:00 P.M.

RESPONSE SUBMISSION DATE AND TIME
JULY 29, 2015 NO LATER THAN 3:00 PM (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 Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 33-06-15**

Contact Person: Melissa Borgen, Purchasing Department
Email: purchasing@northmiamifl.gov

The City of North Miami, Florida, herein after referred to as "City", is hereby soliciting Bids from qualified, licensed and experienced General Contractors ("Bidders" or "Respondents") to provide all the necessary labor and materials for the Single Family Beautification Program within the City.

Please submit one (1) original bound Bid, one (1) complete copy 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, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. 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"
Winson Water Treatment Plant Rehabilitation of Biscayne Aquifer Production Wells
IFB No. 33-06-15

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

Event	Date	Time
Advertisement Date:	July 7, 2015	
Non-Mandatory Pre-Solicitation Conference	July 16, 2015	3:00 pm
Last Date for Receipt of Written Questions:	July 20, 2015	12:00 pm
Opening of Solicitation:	July 29, 2015	3:00 pm
City Council Contract Approval Date:	August 25, 2015	

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

A 5% Bid Bond **must** be included with Bid submittal and a 100% Performance and Payment Bond is required for solicitation.

PRE-SOLICITATION CONFERENCE (NON-MANDATORY)

A non-mandatory pre-bid conference will be held on July 16, 2015 at 3:00 pm **at the City of North Miami, Public Works Office (3rd floor, Room 304), 776 NE 125th Street, North Miami, Florida** to discuss the special conditions and specifications included within this Solicitation. Respondents are requested to bring this Solicitation document to the conference, as additional copies will not be available.

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 City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,
Shannon Graham,
Purchasing Manager

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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 Bid Certificate

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A-8 Statement of No Response

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A-11 Labor and Material Payment Bond

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Attachment A **Specifications**

Attachment B **Drawing**

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / 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" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" or "Vendor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.

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

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

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

i) "Project" is the total sum of all Work and Services to be performed under a Contract for Well Rehabilitation for the City of North Miami Winson Water Treatment Plant Rehabilitation.

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 in delivering the Project.

k) "Solicitation" means this Request for Proposal (IFB) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

1.2 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.

1.3 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.

1.4 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 Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 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. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or 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 Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal 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. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or 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.

1.9 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 shall govern all aspects of this Solicitation.

1.10 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 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 down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal 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 Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer 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 at the time of filing the formal written protest 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 Proposer'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

1.13 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 determines to be fair, competitive and reasonable.

1.14 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.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Vendor shall be liable for the payment of all applicable taxes incurred as a result of providing the Library Café Services and responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All response 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.

1.17 ASSIGNMENT OF RESPONSE

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

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal 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.

1.19 PUBLIC RECORDS AND EXEMPTIONS

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.

1.20 REJECTION OF RESPONSES

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

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

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

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

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. 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.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection/evaluation committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the IFB. A responsive Proposal 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 Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director 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 Negotiation. The City reserves the right to reject all Proposals.

1.24 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 Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, 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.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms 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 a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS

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 Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), 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.

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

1.28 CONE OF SILENCE

This IFB 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 RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

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

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This IFB shall require that the Respondent submits with its Proposal 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 Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager **(See "Form A-6").**

1.30 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 Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. 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.

1.31 EXCEPTION TO THE IFB

Respondents may take exceptions to any of the terms of this IFB unless the IFB specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal 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 Proposals, 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.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

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 respond in writing its compliance with either of the following objective criteria as of the bid or Proposal 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 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)

1.34 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.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must 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".

1.37 REVIEW OF SOLICITATIONS

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

1.38 LATE SUBMISSIONS

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

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 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.

1.41 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.

1.42 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.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Invitation for Bid is to establish a contract, by means of sealed bids, for the furnishing of all labor, equipment, materials and expertise as required to complete the Work to be done under this Contract in accordance with the Contract Documents for the rehabilitation of the Biscayne Aquifer Production Wells for the City of North Miami.

2.2 ADDITIONAL INFORMATION & CLARIFICATION

You may submit questions in writing to be received no later than 12:00 p.m., July 20, 2015 to: Shannon Graham – Purchasing Manager or Melissa Borgen, Purchasing Administration, City of North Miami, 776 NE 125th Street, North Miami, FL 33161. E-mail: purchasing@northmiamifl.gov. 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. Such contact is 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 by e-mail. All responses to questions or clarifications will be addressed by written addendum to the Bid. 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). No questions will be received verbally or after said deadline. The Contractor **should** carefully examine the sites and specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the Contract.

2.3 SEALED BIDS

One original and one copy of the completed Bid along with a digital copy 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, FL 33161 on or before 3:00 p.m. local time on July 29, 2015.

2.4 TERM OF CONTRACT

Services shall commence upon an executed Contract with and the issuance of a Purchase Order and a Notice to Proceed (NTP) letter. Such Contract shall remain in effect until such time as the Project acquired in conjunction with this Solicitation, has been completed and accepted by the City's

authorized representatives and upon completion of all expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City it will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing. Failure to do so will subject contractor to Liquidated Damages pursuant to Section 2.6 below.

2.5 OPTION TO RENEW

The City of North Miami reserves the right to renew this contract for an additional two (2) years, on a year-to-year basis. Annual renewals will be based upon the successful contractor agreeing to the same terms and conditions and by filing written notice to the City not less than ninety (90) calendar days prior to renewal date of any adjustment in the contract amount. Contract renewal shall be based on satisfactory performance; mutual acceptance; and determination that the contract is in the best interest of the City.

2.6 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

It is mutually agreed that time shall be an essential part of this Bid, and that in case of the failure on the part of the Contractor to achieve completion of Work within the time specified and agreed upon in the Contract, the City will be damaged thereby. The amount of said damages, inclusive of expenses for inspection(s), Architect-Engineer's additional fees, as well as additional personnel superintendence, and necessary traveling expenses, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that the amount of such damages shall be three hundred and fifty dollars ($350.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the Contract. The Contractor agrees that said sum shall be deducted from monies due to Contractor under the agreement, or if no money is due, the Contractor agrees to pay to the City as liquidated damages, and not by way of penalty, the amount of three hundred and fifty dollars ($350.00) for each day delayed in finishing the Work, in excess of the number of calendar days prescribed in the agreement.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a Contract under this Bid solicitation, the prices quotes by the Bidder on the Bid form shall remain fixed and firm during the term of this Contract.

2.8 METHOD OF AWARD

Award of this Solicitation may be made to up to the lowest responsive, responsible Respondent whose Bids, qualifications and references demonstrates to be the most advantageous to the City. Second and third lowest Bidders will be required to match lowest Bidder's Price Proposal. 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. The 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 the City.

2.9 MINIMUM QUALIFICATIONS

To be eligible to respond to this Solicitation, the Respondents must demonstrate that it, or its Subcontractor(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:

2.9.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.9.2 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 must have a minimum of documents 1 or 2 and must submit a copy of the Well Drilling License provided by either the contractor or the subcontractor:

1. Copy of Certified General Contractor License OR

2. Copy of Certified Underground Utility Contractor (CUC License)

2.9.3 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.

2.9.4 Maintain a permanent place of business.

2.9.5 Must be able to perform 70% of the work as a minimum with its own forces;

2.9.6 Has available the organization and qualified manpower to do the work;

2.9.7 Has adequate financial status to meet the financial obligations to perform the work.

2.10 INDEMNIFICATION AND INSURANCE

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

2.10.1 COMMERCIAL GENERAL LIABILITY

$1,000,000.00 per person and $2,000,000.00 per accident for bodily injury (occurrence based policy form preferred). This coverage shall include premises, operations, independent contractors, products-completed operations, personal & advertising injury and liability assumed under an insured contract.

2.10.2 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

$1 million minimum limit covering any errors or omissions of the company/broker in the performance of professional services. The Self Insured Retention shall not exceed $25,000.

2.10.3 COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)

$500,000.00 per occurrence, $500,000.00 per accident for bodily injury and $500,000.00 per accident for property damage.

2.10.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $1,000,000.00 per accident for bodily injury or disease.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

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 for Property and Casualty Insurers such as 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 signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

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 and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

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 understand and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save 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 Execution of Contract, a Certificate of Insurance naming the City of North Miami as additional insured.

2.11 LOCAL PREFERENCE

In accordance with the City of North Miami Code of Ordinances Sec. 7-165, 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.

2.12 TIE BIDS

In accordance with the City of North Miami Code of Ordinances Sec. 7-162, regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held.

2.13 NON-EXCLUSIVITY CLAUSE

If a contract is awarded as a result of this Invitation for 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.

2.14 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, as shall have been rejected or as being defective or unsuitable, then 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 is of the opinion that the Work is being unnecessarily delayed and will not be finished within the prescribed time, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop all Work and cease to have any rights to the possession on the Worksite and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Bidder to complete the Work or re-advertise for Bids and let a contract for the uncompleted Work in the same manner, and charge the cost thereof to the original Respondent under contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.15 METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

2.15.1 CONTRACTOR INFORMATION:

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

2.15.2 CITY INFORMATION:

- City Purchase Order Number

2.15.3 PRICING INFORMATION:

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

2.15.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.15.5 DELIVERY INFORMATION:

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

2.15.6 FAILURE TO COMPLY:

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

Payment will be made not more than once a month, unless approved by the Public Works Department. 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, erect, and install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the Work complete and to leave the area in first class condition as stated on the Bid Form.

2.16 COMPLETION TIME:

Completion of the project must be achieved within **three hundred and twenty (320) days** from the 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 completion requirements, then the Contract may be cancelled upon written notice.

2.17 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations that would apply to the provision of Services.

2.18 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 Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a Worksite, remain open to the public whenever and wherever possible.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

In the event Contractor fails to remove all rubbish, debris, materials and waste from the Worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

Contractor shall notify the City in writing, of any pre-existing damage to surrounding roadways, swales and improvements prior to commencing any Work. Failure to notify the City of any damage shall result in the Contractor's duty to repair the damage at no additional expense to the City.

Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the Worksite unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

Contractor shall maintain suitable and sufficient guards, barriers and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

2.19 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 done as mutually agree with the Project Manager.

2.20 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor 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:

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

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

2.21 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.21.1 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.

2.21.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City Manager may;

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

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for Work or materials; either through a credit memorandum or through invoicing.

2.22 GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Respondent shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City with 45 calendar days to correct deficiencies. The Respondent shall promptly correct these deficiencies, without cost to the City, within 180 calendar days after the City Manager notifies the Respondent of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

2.23 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, cubs, façade, adjacent improvements, etc., before beginning Work. Failure to do so shall obligate the Contractor to make repairs per above paragraph.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the Worksite and shall provide the necessary warning devises, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

2.24 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 Manager 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.

2.25 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, either prior to acceptance or upon initial inspection, the item will be returned, at Respondent expense, to the Respondent. At the City's own option, the Respondent shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Respondent shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.26 NOTICE TO PROCEED

The Respondent shall neither commence any Work, nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received by the respondent from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

2.27 COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED

The Respondent shall state in its offer the number of calendar days from the date of the NTP in which it will guarantee to complete the Work, repair, and/or service. A written instruction from an authorized City representative shall constitute sufficient notice to the Respondent to commence Work. 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 acts of God, strikes, or other causes beyond the control of the Respondent. In these cases, the Respondent shall notify the City of the 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 County may, at its option, 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.

2.28 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.

2.29 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).

2.30 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the City's project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected Work. If the Respondent fails to correct the Work within the period specified, the City may, at its discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the Work within the period specified in the notice, the City shall place the Respondent in default.

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

Unless otherwise provided in this Solicitation the Contractor 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 materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.32 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees 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 Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.33 HOURS OF WORK:

Contractor will perform Work Monday through Friday, excluding City holidays, from 7:30 a.m. to 5:00 p.m. unless prior written approval is given by the Community Planning and Development Department.

2.34 OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

2.35 EMPLOYEES:

Bidder shall be responsible for the appearance of all working personnel assigned to the project. Personnel must be able to supply proper identification of all times.

All employees of the Contractor shall be considered to be all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or Manager of the City of North Miami. 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.

2.36 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

Contractor shall perform the Work with its own organization, amounting to not less than **seventy (70%)** of the Work performed for this project.

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract.

2.37 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. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST**. (Contract Form A-14)

2.38 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 not enjoyed by other Respondents.

2.38.1 In no event will any such elections by the City be deemed to be a waiving of the Project criteria.

2.38.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.

2.38.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

2.39 COMPLETE PROJECT REQUIRED:

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

2.40 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.

2.41 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; has adequate financial status to meet the financial obligations incident to the Work; and serviced similar type, size and complexity of projects. The evidence will consist of listing the type of drainage and sidewalk projects, for the last five (5) years.

2.42 LATE BIDS:

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

2.43 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.

2.44 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 ONE COPY** of the Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of the General Conditions.

2.45 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 by the City representative.

2.46 CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Department via email at purchasing@northmiamifl.gov Contractor(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).

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The work to be completed under this Contract and in accordance with the Contract Documents consists of furnishing all equipment, supervision, labor, skill, material and all other items necessary for the rehabilitation of approximately five (5) Biscayne Aquifer Production Wells for the City of North Miami.

The project area is located in Miami-Dade County, Florida, Township 52S, Range 41E, Section 26. The Contractor shall note that the project area is on property owned by the City of North Miami. The Contractor shall confine their construction activities to the locations shown in the Drawings.

The Contractor is advised that the work is to be performed in a fully operational water supply wellfield, which is the principal source of potable water supply to Winson Water Treatment Plant. The Contractor shall be fully responsible for all precautionary measures together with all remediation, cleanup, disinfection, regulatory agency fines and all other labor, materials, and costs associated with any contamination of the water supply caused directly or indirectly by the activities of the Contractor in the performance of the work.

Notwithstanding other indemnification requirements of the Contract documents, the Contractor shall also indemnify, defend, and hold harmless the Owner, the Engineer and the Owner's agents from any and all legal action that may arise from contamination of the water supply caused directly or indirectly by the Contractor in the performance of the work.

The location and work to be done is shown on the Drawings. All Drawings shall be considered an integral part of the Contract Documents as defined herein.

END OF SECTION

COVER PAGE & CONTACT PERSON INFORMATION

Winson Water Treatment Plant Rehabilitation of Biscayne Aquifer Production Wells
IFB No. 33-06-15

Include this sheet as the very first page of your Bid. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification Number (FEIN): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation

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

Winson Water Treatment Plants Rehabilitation of Biscayne Aquifer Production Wells
IFB No. 33-06-15

#	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 copies of the following: **Certified General Contractor License** **OR** **Certified Underground Utility Contractor License** **Certified Well Drilling 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

Winson Water Treatment Plant
Rehabilitation of Biscayne
Aquifer Production Wells
IFB No. 33-06-15

The prices listed below shall include the total cost to complete the services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of services and/or products requested by the City of North Miami.

Section 1 - General					
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
	Coordination with the City and/or City's Representatives through biweekly progress meetings/conference calls and ongoing email and phone correspondence				
1	Mobilization	LS	1	$	$
2	Performance Bond/Insurance	LS	1	$	$
3	Move to the Individual Wells Sites	EA	4	$	$
4	Fishing Tool Fabrication	HRS	1	$	$
5	Installing Fishing Tool and Fish for Miscellaneous Equipment	HRS	1	$	$
7	Permits (at cost) Allowance	LS			$5,000
8	Contingency Allowance	LS			$15,000
		TOTAL		**$**	
Section 2 - Control Panel Replacement					
9	Replace Owner Provided Control Panels for Six (6) Separate Well Sites	EA	6	$	$
10	Replace Existing Unistrut Supported Racks with New Racks On Five Wells	EA	1	$	$
		TOTAL		**$**	
Section 3 - Well #1					
11	Pre-Specific Capacity Test	EA	1	$	$
12	Remove Existing Pump and Motor	EA	1	$	$

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
13	Pump & Motor Inspection	EA	1	$	$
14	Pre-Video Log Well	EA	1	$	$
15	Set Up for Casing Brushing and Sodium Hypochlorite Injection	EA	1	$	$
16	Scrub Well and Inject 1,500 Gallons of Sodium Hypochlorite	HRS	6	$	$
17	Set Up for Air Development	EA	1	$	$
18	Air Develop Well (4 Hours Per Well)	HRS	4	$	$
19	Set Up & Breakdown Acidization Equipment	EA	1	$	$
20	Inject Acid and Close in Well (150 Gallons Per Well)	EA	1	$	$
21	Install Temporary Pump	EA	1	$	$
22	Pump Off Acid/Neutralize/Dispose	EA	1	$	$
23	Pump Develop Well	HRS	8	$	$
24	Remove Temporary Pump	EA	1	$	$
25	Post-Video Log Well	EA	1	$	$
26	Install Existing Pump	EA	1	$	$
27	Disinfect Well	EA	1	$	$
28	Post Specific Capacity Test	EA	1	$	$
		TOTAL		**$**	
	Section 4 - Well #2				
29	Pre-Specific Capacity Test	EA	1	$	$
30	Remove Existing Pump and Motor	EA	1	$	$
31	Pump & Motor inspection	EA	1	$	$
32	Pre-Video Log Well	EA	1	$	$
33	Set Up for Casing Brushing and Sodium Hypochlorite Injection	EA	1	$	$
34	Scrub Well and Inject 1,500 Gallons of Sodium Hypochlorite	HRS	6	$	$
35	Set Up for Air Development	EA	1	$	$
36	Air Develop Well (4 Hours Per Well)	HRS	4	$	$
37	Set Up & Breakdown Acidization Equipment	EA	1	$	$
38	Inject Acid and Close in Well (150 Gallons Per Well)	EA	1	$	$
39	Install Temporary Pump	EA	1	$	$
40	Pump Off Acid/Neutralize/Dispose	EA	1	$	$
41	Pump Develop Well	HRS	8	$	$
42	Remove Temporary Pump	EA	1	$	$
43	Post-Video Log Well	EA	1	$	$

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
44	Install Existing Pump	EA	1	$	$
45	Disinfect Well	EA	1	$	$
46	Post Specific Capacity Test	EA	1	$	$
			TOTAL		**$**
	Section 5 - Well #4				
47	Install Test Pump & Conduct a Pre-Specific Capacity Test	EA	1	$	$
48	Set Up for Casing Brushing and Sodium Hypochlorite Injection	EA	1	$	$
49	Scrub Well and Inject 1,500 Gallons of Sodium Hypochlorite	HRS	6	$	$
50	Set Up for Air Development	EA	1	$	$
51	Air Develop Well (4 Hours Per Well)	HRS	4	$	$
52	Set Up & Breakdown Acidization Equipment	EA	1	$	$
53	Inject Acid and Close in Well (150 Gallons)	EA	1	$	$
54	Install Temporary Pump	EA	1	$	$
55	Pump Off Acid/Neutralize/Dispose	EA	1	$	$
56	Pump Develop Well	HRS	8	$	$
57	Remove Temporary Pump	EA	1	$	$
58	Post-Video Log Well	EA	1	$	$
59	Install Owner Provided Pump	EA	1	$	$
60	Disinfect Well	EA	1	$	$
61	Post Specific Capacity Test	EA	1	$	$
62	Replace 8" Well Head Assembly with Stainless Steel	EA	1	$	$
			TOTAL		**$**
	Section 6 - Well #7				
63	Pre-Specific Capacity Test	EA	1	$	$
64	Remove Existing Pump and Motor	EA	1	$	$
65	Pump & Motor Inspection	EA	1	$	$
66	Pre-Video Log Well	EA	1	$	$
67	Set Up for Casing Brushing and Sodium Hypochlorite Injection	EA	1	$	$
68	Scrub Well and Inject 1,500 Gallons of Sodium Hypochlorite	HRS	6	$	$
69	Set Up for Air Development	EA	1	$	$
70	Air Develop Well (4 Hours Per Well)	HRS	4	$	$
71	Set Up & Breakdown Acidization Equipment	EA	1	$	$
72	Inject Acid and Close in Well (150 Gallons Per Well)	EA	1	$	$

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
73	Install Temporary Pump	EA	1	$	$
74	Pump Off Acid/Neutralize/Dispose	EA	1	$	$
75	Pump Develop Well	HRS	8	$	$
76	Remove Temporary Pump	EA	1	$	$
77	Post-Video Log Well	EA	1	$	$
78	Install Existing Pump	EA	1	$	$
79	Disinfect Well	EA	1	$	$
80	Post Specific Capacity Test	EA	1	$	$
			TOTAL		**$**
	Section 7 - Well #8				
81	Pre-Specific Capacity Test	EA	1	$	$
82	Remove Existing Pump and Motor	EA	1	$	$
83	Pump & Motor Inspection	EA	1	$	$
84	Pre-Video Log Well	EA	1	$	$
85	Set Up for Casing Bushing and Sodium Hypochlorite Injection	EA	1	$	$
86	Scrub Well and Inject 1,500 Gallons of Sodium Hypochlorite	HRS	6	$	$
87	Set Up for Air Development	EA	1	$	$
88	Air Develop Well (4 Hours Per Well)	HRS	4	$	$
89	Set Up & Breakdown Acidization Equipment	EA	1	$	$
90	Inject Acid and Close in Well (150 Gallons Per Well)	EA	1	$	$
91	Install Temporary Pump	EA	1	$	$
92	Pump Off Acid/Neutralize/Dispose	EA	1	$	$
93	Pump Develop Well	HRS	8	$	$
94	Remove Temporary Pump	EA	1	$	$
95	Post-Video Log Well	EA	1	$	$
96	Install Existing Pump	EA	1	$	$
97	Disinfect Well	EA	1	$	$
98	Post Specific Capacity Test	EA	1	$	$
			TOTAL		**$**
	Grand Total Bid Amount (Sections 1 - 6)			**$**	**$**

The price listed in the Price Proposal Form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of the design-build services and product requested by the City of North Miami.

Company Name

Offeror Signature | Date:

Name: (Please Print) | Title:

User Department: Public Works

5% Bid Bond of the total amount of the bid shall accompany all bids

100% A Performance Bond of the total amount of the bid will be required upon execution of the Contract by the Award Respondent(s) and City of North Miami

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, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

REQUEST FOR APPROVED EQUAL

REQUEST FOR APPROVED EQUALS:

Attached is a form titled, Request for Approved Equal. The intent of this form is for a potential bidder to submit for The City of North Miami's consideration, an offer of a change or a request to consider and approve an equal product for a product/specification of this bid. Request(s) for pre-offer change or request(s) for an approved equal must be submitted on the attached form and delivered to the Purchasing Department by email to purchasing@northmiamifl.gov. Request(s) for approved equals are due no later than 12:00 p.m. on July 20, 2015. Later requests will not be considered. Responses to requests for pre-offer change or approved equals received by the due date and time will be addressed through issuance of an Addendum.

APPROVED EQUAL SUBMISSION REQUIREMENTS:

The City shall be the sole determinant power in establishing 'or equal' status of commodity offered by Bidder.

If the Bidder offers an equivalent, the Bidder must provide specifications, certifications, documentation, and literature that establishes the equivalency or superiority of the product and mist submit any "or equal", or "substitutions" requests for approval 3 calendar days prior to bid opening. Failure on the part of the bidder to submit "or equal", or "substitutions" requests for approval for any SubMonitor Panel (SMP) prior to bid opening will result in their bid being declared non-responsive.

REQUEST FOR APPROVED EQUAL FORM

IFB No. 33-06-15 Winson Water Treatment Plant Rehabilitation of Biscayne Aquifer Production Wells

For the City's consideration, the potential bidder submits their below offer of a change or request to consider and approve an equal product to a product/specification of this bid. Request(s) for pre-offer change or request(s) for an approved equal must be submitted on this Form and delivered to the Purchasing Department by email to: purchasing@northmiamifl.gov

Request(s) for approved equals are due no later than 12:00 p.m., July 20, 2015. Late requests will not be considered.

Bidder to complete the following:

NAME OF COMPANY:_____

Bid/reference Page:_____ Bid Reference Section No.:_____

Bid specification requirement:_____

Manufacturer's Name:_____

Request for Approved Equal:

RESPONSE SUBMITTAL CHECKLIST

Winson Water Treatment Plant Rehabilitation of Biscayne Aquifer Production Wells
IFB No. 33-06-15

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 Bid 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 Proposal 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 Bid Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-8 Statement of No Response	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-11 Labor and Material Payment Bond	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY		
☐ Responsive	☐ Non-Responsive	☐ Other: _____
Comment: _____		