



INVITATION FOR BID

25-09-10

FORD AUTO PARTS & SUPPLIES

RESPONSES ARE DUE NO LATER THAN

Tuesday, March 16, 2010 at 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 proposer. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery by caused by any other occurrence.

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712

Contact Person: Marcanthony Tulloch
Email: mtulloch@northmiamifl.gov | Phone: (305) 895-9886 | Fax: (305) 895-1015

776 NE 125 Street | North Miami | Florida | 33161 305.895.9886



The purpose of this bid is to establish a contract for FORD AUTO PARTS & SUPPLIES on an as needed basis for the City of North Miami, as specified herein.

BID SUBMISSION

Please submit an original bid and two (2) copies in response to this Invitation for Bid (IFB). The bids are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday, March 16, 2010** at which time they will be opened and read in the Council Chambers by the Procurement Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark bids:

25-09-10

FORD AUTO PARTS & SUPPLIES

The City's tentative schedule for this Invitation to Bid is as follows:

Cut- off Date for Questions:	MARCH 10, 2010
Opening of Bids:	MARCH 16, 2010
Bid Review:	MARCH 16- 23, 2010
Award:	APRIL 01, 2010

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

Copies of this Bid Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 to purchase a copy for a non-refundable fee of \$10 .00 from the Purchasing Department, 776 N E 125th Street, North Miami, Florida 33161.

FOR INFORMATION

For information on this Invitation for Bid, contact the Purchasing Department, (305) 893-9886.

ACCEPTANCE AND REJECTIONS

The City of North Miami 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 firm offering the greatest advantage to the City.

Please be advised that the Bid(s) are issued subject to the City of North Miami Code Section 2-312 prohibiting certain communications with the City as completely specified in General Conditions of the Bid(s).

We look forward to your active participation in this solicitation.

Sincerely,

Marcanthony Tulloch
Buyer



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SECTION 1

GENERAL TERMS AND CONDITIONS





1.1 SEALED BIDS:

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

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

1.2 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). All prices quoted shall be guaranteed for 60 days from bid date unless otherwise specified in Special Conditions.

1.2.1 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.

1.2.2 MISTAKES:

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

1.2.3 UNDERWRITERS' LABORATORIES:

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

1.2.4 BID'S CONDITIONS:

The City reserves the right to waive irregularities in BIDs or to reject all bids or any part of any bid deemed necessary for the best interest of the City of North Miami, Florida.

1.28 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid or may visit the City's website to view bid tabulations at www.northmiamifl.gov.

1.29 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 City Of North Miami, Florida.

1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Agent at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

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

1.31 AWARD OF CONTRACT:

- A. A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Request 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 of the City of North Miami, Florida.

1.3 **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.

1.4 **EQUIVALENTS:**

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

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

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. **Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and must be included with the bid. No bids will be considered without this data.**

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

- C. The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of 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 Request 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. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.
- E. The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this bid.
- F. The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this bid.

1.32 **ASSIGNMENT:**

The contractor shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of North Miami.

1.33 **LAWS, PERMITS AND REGULATIONS:**

The Bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.



1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:

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

1.6 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

1.7 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Tuesday through Friday, excluding holidays.

1.8 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Agent, 776 N.E. 125th Street, North Miami, FL 33161, facsimile or email.

1.9 AWARDS:

The City of North Miami 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 quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

1.10 BID OPENING:

Bids shall be opened and publicly read in the Council Chambers, 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.

1.11 INSPECTION, ACCEPTANCE & TITLE:

1.34 OPTIONAL CONTRACT USAGE:

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Bidders shall sell these commodities or services certified by the Division to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.35 SPOT MARKET PURCHASES:

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

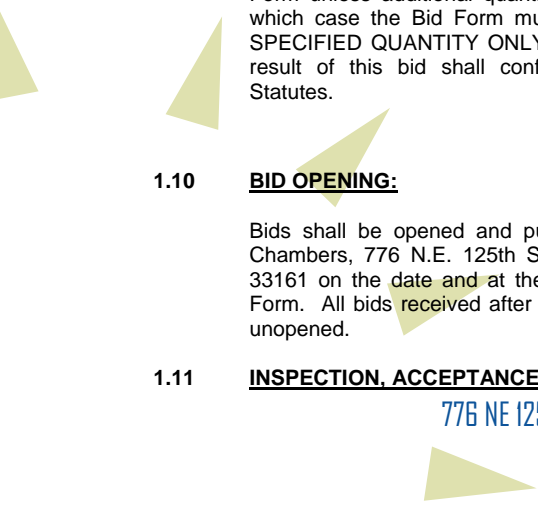
1.36 PUBLIC ENTITY CRIMES:

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

1.37 CONFLICT OF INTEREST AND CODE OF ETHICS:

As provided in Section 2-312 entitled "Bids and Bids" of the City of North Miami Ordinance No. 1066, from the time of advertising until an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP,RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

Violation of these provisions the violator shall be subject to an admonition or public reprimand and/or a fine of two hundred fifty dollars (\$250.00) for the first violation and five hundred dollars (\$500.00) for each subsequent violation. In addition to the above described penalties, a particular Bidder or Bidder shall render any RFP award, RFQ award or bid award to the Bidder or Bidder voidable.





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

1.12 PAYMENT:

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

1.13 DISPUTES:

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

1.14 LEGAL REQUIREMENTS:

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

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

1.16 OSHA:

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

1.17 SAFETY PRECAUTIONS:

The Bidder shall, 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, City, State and Federal ordinances and laws shall be strictly met by the Bidder

1.18 SPECIAL CONDITIONS:

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

1.38 INCENTIVES/DISINCENTIVES:

This project only contains provisions for liquidated damages, the City of North Miami has EXCLUDED incentive/disincentive for early completion provisions in the contract.

1.39 NON-COLLUSION:

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

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

1.40 FLORIDA PUBLIC RECORDS ACT:

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

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

1.41 CONVICT PRODUCED MATERIAL

Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

1. Produced by convicts who are on parole, supervised release, or probation from a prison or;
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.

Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993] Item 26. Public Agencies in Competition (e) except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to bid in competition or to enter into subcontracts with private Bidders.



- 1.19 ANTI-DISCRIMINATION:**

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

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest grade workmanship.
- 1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where Bidders are required to enter or go onto City of 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 City 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.
- 1.23 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.
- 1.24 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.
- 1.25 DEFAULT/FAILURE TO PERFORM:**

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

Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute
- 1.42 PROJECT RECORDS**

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by contractor, and to conduct an audit of the financial and accounting records of contractor which relate to the Project and to any claim for additional compensation made by contractor. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, Contractor shall provide City access to its books and records upon seventy-two (72) hours written notice.
- 1.43 FOREIGN CONTRACTOR AND SUPPLIER RESTRICTIONS**

When necessary to conform to Federal requirements, Contractor shall use the FDOT supplemental specifications 6-12.2.
- 1.44 PUBLIC AGENCIES AND COMPETITION WITH THE PRIVATE SECTOR**

Not allowed under 23 CFR 635.112(e).
- 1.45 STANDARDIZED CHANGES**

Contract documents shall be modified to reflect the requirements of 23 CFR 635.109. the changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.
- 1.46 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 of North Miami, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 1.47 Local Preference**

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 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 vendor shall





default:

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

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

1.26 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

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

1.27 FACILITIES:

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

affirm 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
- b. A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
- c. 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.

The preference is used to evaluate the submittals received from offerors 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.

1.47.1 Comparison Of Qualifications

The preferences established in no way prohibit the right of the city to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.



SECTION II

SPECIAL CONDITIONS



2.1 PURPOSE

The purpose of this bid is to establish a contract for FORD AUTO PARTS & SUPPLIES on an as needed basis for the City of North Miami, as specified herein.

2.2 PRE-BID CONFERENCE

INTENTIONALLY OMITTED

2.3 TERM OF CONTRACT

This contract shall commence the day after date of award by the City of North Miami, Florida and shall remain in effect for a period of three (3) years.

2.4 OPTION TO RENEW

Providing the successful bidder will agree to maintain the same terms and conditions of the current contract, this contract could be extended for an additional two (2) years , on a year to year basis, if mutually agreed upon by both parties.

2.5 METHOD OF AWARD

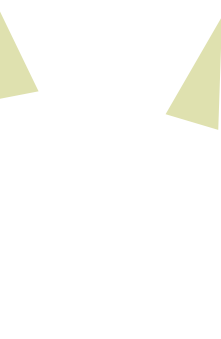
Award of this contract will be made to up to (3) responsive, responsible vendor(s) on a item by item basis who offers the lowest prices when the percentage discount offered by the vendor is compared against prices listed in the manufacturer's retail price lists for selected items. Accordingly, the City may require the vendor to submit its manufacturer's retail price lists with the initial offer during the evaluation period in order to be considered eligible for award. These price lists must be common to, and accepted by, the industry in general.

The selection of specific items for price evaluation shall be the sole prerogative of the City. This selection shall be based on the usage of these items by the City during prior contract years.

If more than one vendor is awarded this contract, as stipulated in the first paragraph of this section, the vendor who offers the lowest prices based on the percentage discount shall be designated as the primary vendor. The City maintains the right to add or delete vendors throughout the life of the contract.

To qualify to bid on this contract a vendor must meet the following qualifications:

1. Must be a verifiable manufacturer approved, certified, or designated agent, dealer, representative, or distributor of OEM or Non OEM products for the brands listed in the bidder's submittal. The bidder is required to submit with their bid proof of their firm's designation as a manufacturer, agent, dealer, representative or distributor of the OEM or Non OEM products listed in their bid. The proof may be in the form of:





- A: Current letters from the manufacturer, on the manufacturer's letterhead, designating the bidder as a manufacturer, agent, dealer, representative or distributor of the OEM and Non OEM products listed in the bidder's submittal. The letters shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative.
Or
 - B: A copy of the signed agreement between the manufacturer and the bidder designating the bidder as an agent, dealer, representative or distributor of the OEM or Non OEM products listed in the bidder's submittal.
Or
 - C: Reference to the manufacturer's internet website, where the manufacturer clearly lists the bidder as an agent, dealer, representative or distributor of the OEM or Non OEM products listed in the bidder's submittal.
2. Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.
- A. A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the City's satisfaction that the bidder's staff meets the requirement described in the paragraph above.
3. Shall be regularly engaged in the business of providing auto or truck parts and supplies.
- A. Two (2) current references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the City's.

2.6 **PRICES**

Offers shall be submitted on the basis of a discount from a manufacturer's published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised published price lists may be used as a means of price adjustments. However, all offers are to be firm for a period of 90 calendar days after award. Revised price lists will not be accepted by the City until after that date. Revised published price lists will be accepted



only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

Revised prices will not become effective until revised list(s) are submitted to the City's Purchasing department under the vendor's cover letter identifying the applicable contract agreement number, and subsequently approved by the City through the issuance of a Memorandum of Understanding to the vendor.

2.7 EXAMINATION OF CITY FACILITIES AND INSPECTION OF CITY EQUIPMENT

INTENTIONALLY OMITTED

2.8 EQUAL PRODUCT

The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated on the Bid/Proposal Submission Form.

This specific solicitation requires submission of the following documentation to enable City evaluation of "equal" products:

- X: Product Information Sheets
- X: Product Samples Upon Specific Request

If an "equal" product may be considered by the City in accordance with the Bid/Proposal Submission Form, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal.. Also for product information submittals, all supporting documentation submitted by the offeror must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the offeror shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the City, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

For "equal" products to be evaluated based on submission of product labels, the initial offer



should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.

The City shall be sole judge of equality, based on the best interests of the City, and its decision in this regard shall be final. Items labeled "No Substitute" on the City’s Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

2.9 LIQUIDATED DAMAGES

INTENTIONALLY OMITTED

2.10 INDEMNIFICATION AND INSURANCE

Proposer’s must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers’ Compensation Insurance – as required by law and Employer’s Liability Insurance - \$1,000,000
- Fidelity/dishonesty coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance – 1) \$2,000,000 per occurrence, \$2,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. with a deductible (if applicable) not to exceed \$25,000.00 per claim. The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy. 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.
- General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of North Miami as additional insured. Consultant shall guarantee all required insurances remain current and in effect throughout the term of contract.

2.11 BID GUARANTY

INTENTIONALLY OMITTED

2.12 PERFORMANCE BOND



INTENTIONALLY OMITTED

2.13 CERTIFICATIONS

INTENTIONALLY OMITTED

2.14 METHOD OF PAYMENT

Invoices for payment will be submitted upon completion of services but no more than once a month. Invoices will be subject to verification and approval by the City.

2.15 SHIPPING TERMS

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

2.16 DELIVERY REQUIREMENTS

The vendor shall make deliveries within 1 calendar day after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the City of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the City.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the City reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed.

Certain City employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.17 BACK ORDER ALLOWANCE

The City shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the City within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the City reserves the right to cancel the order, seek the items from another vendor.

2.18 WARRANTY REQUIREMENTS



A. Type of Warranty Coverage Required

The vendor 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 vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor 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 vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the vendor of such deficiency in writing. If the vendor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the vendor for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.19 CONTACT PERSONS

For any additional information regarding the specifications and requirements of this bid, contact: Marcanthony Tulloch via facsimile (305) 891-1015 or email at mtulloch@northmiamifl.gov.

2.20 BID CLARIFICATION:

Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161, Fax: (305) 891-1015. The bid title/number shall be referenced on all correspondence. All questions must be received no later than February 03, 2010. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE

2.21 TIE BIDS:

INTENTIONALLY OMITTED

2.22 COMPLETE PROJECT REQUIRED:

These specifications describe the items/systems required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of the City.



2.23 BID SUBMITALS:

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 make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

2.24 LATE BIDS:

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

2.25 RELATED ITEMS

While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the City representative may also obtain price quotes from these vendors. The City reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.





SECTION III

SCOPE OF WORK



3.1 PURPOSE:

It is the intention of City to enter into various contracts for the procurement of Mobile Original Equipment Manufacturer (OEM) and Non Original Equipment Manufacturer (Non OEM) Replacement Parts for Trucks, Major Component Equipment parts, Named Brand Replacement parts, Specialized Heavy Duty Vehicle parts for various brands of medium and heavy duty trucks, tractors, construction equipment, farm type vehicles, tractors, on/off road equipment, fire equipment and various components thereof.

3.2 PREVENTIVE MAINTENANCE SCHEDULE

The City currently conducts preventive maintenance on each vehicle every four (4) months

3.2 CITY VEHICLES AND EQUIPMENT:

Below is a listing and description of current City vehicles and equipment this list can change at any time and additional manufactures can be added at anytime.

Manufacturer	Model / Type	Qty	Manufacturer	Model / Type	Qty
Ford	1 Ton Pick Up	1	Ford	Escort	2
Ford	15 Passenger Van	1	Ford	Expedition 4x2	1
Ford	Bucket Truck	2	Ford	Explorer XLS 4x2	6
Ford	Club Wagon	1	Ford	F-150 Pick Up	11
Ford	Crown Victorian	99	Ford	F-250	19
Ford	E-250 Van	4	Ford	F-350	14
Ford	Escape	4	Ford	F-450	1
Ford	Ranger	1	Ford	F-550	4
Ford	Taurus	25	Ford	F-750	4
Jeep	Cherokee	2			

3.3 ESTIMATED ANNUAL SPEND:

The City's estimated annual is currently \$277,000. This amount is only an estimate and is subject to change.

3.3 GROUP ONE:

Group one shall only consist of OEM parts. **OEM** parts are those manufactured by the original manufacturing company and sold through certified dealers and distributors carrying that manufacturer's brand. They are the same as the part originally supplied on the equipment, have the same part number as listed in the manufacturers parts catalogues and are packaged by their manufacturer with the identifying OEM



manufacturer's brand name. The following categories of items shall be supplied for each manufacturer;

Vision, Safety & Misc Interior/Exterior Parts	Under Hood - Miscellaneous	Under Car Miscellaneous	Truck Products - Heavy Duty	Tools & Equipment
Performance & Custom Products - Miscellaneous	Interior Parts & Accessories - Miscellaneous	Fittings, Couplers & Connectors	Engine Kits - Performance	Brake Systems
Relays, Sensors & Switches	Kit Programs	Fuel & Emission Systems	Engine Parts & Gaskets	Drivetrain
Repair Manuals & Promotional Items	Lighting & Electrical - Miscellaneous	Heating & Cooling - Eng/Trans	Exhaust Systems	Electrical Systems
Steering & Suspension	Miscellaneous Product	Ignition Parts & Filters	Exterior Parts & Accessories - Miscellaneous	Engine Kits
Brake Products - Miscellaneous	Belts & Hoses	Air Conditioning Systems	Air Conditioning Parts & Supplies - Universal	

3.4 GROUP TWO:

Group two shall only consist of NON OEM parts. **NON OEM** parts are those manufactured by a company other than the original manufacturing company and are sold through discount auto parts retailers. They are not the same as the part originally supplied on the equipment, but will operate in the same manner as the original OEM part. The following categories of items shall be supplied for each manufacturer;

Vision, Safety & Misc Interior/Exterior Parts	Under Hood - Miscellaneous	Under Car Miscellaneous	Truck Products - Heavy Duty	Tools & Equipment
Performance & Custom Products - Miscellaneous	Interior Parts & Accessories - Miscellaneous	Fittings, Couplers & Connectors	Engine Kits - Performance	Brake Systems
Relays, Sensors & Switches	Kit Programs	Fuel & Emission Systems	Engine Parts & Gaskets	Drivetrain
Repair Manuals & Promotional Items	Lighting & Electrical - Miscellaneous	Heating & Cooling - Eng/Trans	Exhaust Systems	Electrical Systems
Steering & Suspension	Miscellaneous Product	Ignition Parts & Filters	Exterior Parts & Accessories - Miscellaneous	Engine Kits
Brake Products - Miscellaneous	Belts & Hoses	Air Conditioning Systems	Air Conditioning Parts & Supplies - Universal	

3.5 ESTIMATED EXPENDITURE

The estimated expenditure is derived from the comparison of the percentage of vehicles to the estimated annual expenditure.



SECTION IV

BID FORMS



**OPENING: 3:00 P.M.
March 16, 2010**

DELIVER TO:
City Of North Miami
City Clerk
776 N.E. 125th Street
North Miami, FL 33161-5654

**INVITATION TO BID
SECTION 4
BID SUBMITTAL FORMS**

PLEASE QUOTE 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.

Issued by: Purchasing Division Date Issued: **03./04/10** This Bid Submittal Consists of Pages **22** through **38**

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid 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 Purchasing Division at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**25-09-10
FORD AUTO PARTS & SUPPLIES**

A Bid Deposit in the amount of **NA** of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of **NA** of the total amount of the bid will be required upon execution of the contract by the successful bidder and City Of North Miami

Procurement Agent:

Firm Name:

Commodity Code(s): _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 24 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 24 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE



GROUP ONE – OEM (Original Equipment Manufacturer)		
<p>OEM parts are those manufactured by the original manufacturing company and sold through certified dealers and distributors carrying that manufacturer's brand. They are the same as the part originally supplied on the equipment, have the same part number as listed in the manufacturers parts catalogues and are packaged by their manufacturer with the identifying OEM manufacturer's brand name.</p>		
Item#	Manufacturer	Percentage Discount Offered
		B
1	Ford	%

GROUP TWO – NON OEM (Aftermarket)		
<p>Aftermarket parts are those manufactured to be as close as possible to the original manufactured part and are sold through aftermarket dealers and distributors carrying that manufacturers brand. They are as close to the same part originally supplied as possible on the equipment and are packaged by their manufacturer with the identifying manufacturers brand name and occasionally the possible brands they may be substitute for.</p>		
Item#	Manufacturer	Percentage Discount Offered
		B
1	Ford	%

THE FOLLOWING ARE DOCUMENTS REQUIRED WITH BID	
✓ Check if document is attached to bid package	
1. Two customer references	<input type="checkbox"/>
2. Insurance Certificate	<input type="checkbox"/>
3. Authorization Letters <i>(One for each manufacturer selected)</i>	<input type="checkbox"/>
4. List of Key Personnel	<input type="checkbox"/>





**BID SUBMITTAL FOR:
25-09-10**

=====
Prompt Payment Terms: ____ % ____ days net ____ days
=====

FEIN NO. : ____/____-____/____/____/____/____/____/____

(Bidder Federal Employer Identification Number as used on Return Form 941) If none, Bidder Social Security No.

=====
LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of City Of North Miami that conforms with the provisions of Section 1.47 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

Place a check mark here only if affirming bidder meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

Or

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may also be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City.

Place a check mark here only if affirming bidder meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Workforce Local Preference.**

The undersigned bidder certifies that this bid is submitted in accordance with the bid specifications and conditions governing this bid, and that the bidder will accept any award(s) made to him as a result of this bid.

FIRM NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

TELEPHONE NO. _____ FAX NO. _____ E-MAIL _____

By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

*AUTHORIZED SIGNATURE _____ Date _____

***PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT**

PRINT NAME OF AFFIANT _____ TITLE OF OFFICER _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



SECTION V

Contract Forms



BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this bid.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my bid will remain firm for a period of up to 150 days in order to allow the City of North Miami adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of North Miami or any other bidder is interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property for public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY: _____

Sworn to and subscribed before me

This _____ day of

_____, 20____

Signature

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____

City, State, Zip Code

(____) _____
Telephone Number Email Address

(____) _____
Facsimile Number



FORM "A-2"

AFFIDAVIT FOR CORPORATION

State of _____

City of _____

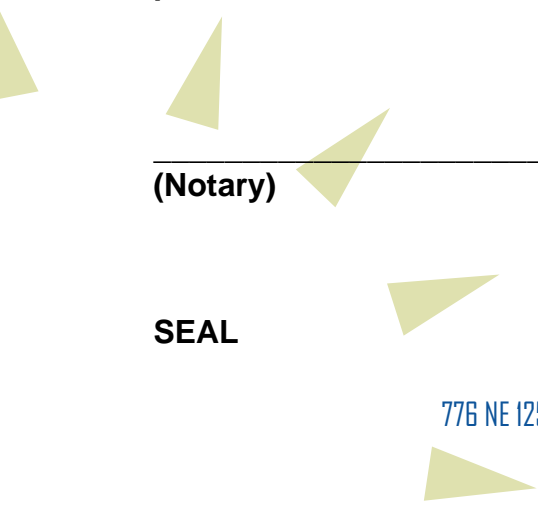
_____, is _____ (title) of the _____ (corporation described herein) being duly sworn, deposes and says that he is familiar with the books or the said corporation showing its financial position; that the foregoing statements are a true and accurate statement of the financial position of said corporation as of the date hereof; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of North Miami considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a existing work or contracts being performed by the Contractor for the City of North Miami.

(Officer must also sign here)

Sworn to me before this _____ day of 20____, by _____ (name of affiant). He/she is personally known to me or has produced _____ (type of identification) as identification.

(Notary)

SEAL





FORM "A-2"

AFFIDAVIT FOR INDIVIDUAL

State of _____

City of _____

_____ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his financial position as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of North Miami considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of North Miami, Florida.

(Applicant)

Sworn to me before this _____ day of 20____, by _____
(name of affiant). He/she is personally known to me or has
produced _____ (type of identification) as identification.

(Notary)

SEAL





FORM "A-2"

AFFIDAVIT FOR CO-PARTNERSHIP

State of _____

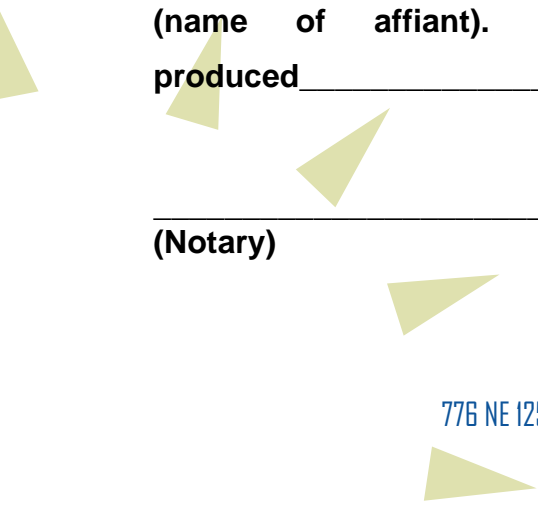
City of _____

_____ is a member of the firm of _____, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof, and that the answers to the interrogatories contained therein are true; and, that the statements and answers to the interrogatories of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the City of North Miami considers such action on the part of the applicant to constitute good cause for denial for bidding on City construction projects or the suspension or revocation of existing work or contracts being performed by the Contractor for the City of North Miami, Florida.

(Member of Firm)

Sworn to me before this _____ day of 20____, by _____
(name of affiant). He/she is personally known to me or has
produced _____ (type of identification) as identification.

(Notary)





SEAL

FORM "A-3" NON-COLLUSIVE PROPOSAL CERTIFICATE

STATE OF FLORIDA
CITY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared

_____ (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the _____ of the corporation/partnership known and styles as _____, duly formed under the laws of the State of _____, on _____, 200__, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That _____ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the "Project" known as PRINTING SERVICES, North Miami, Florida; to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That _____ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That _____ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That _____ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person which bids on the Project.

6. That no officer of _____ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the proposal opening.

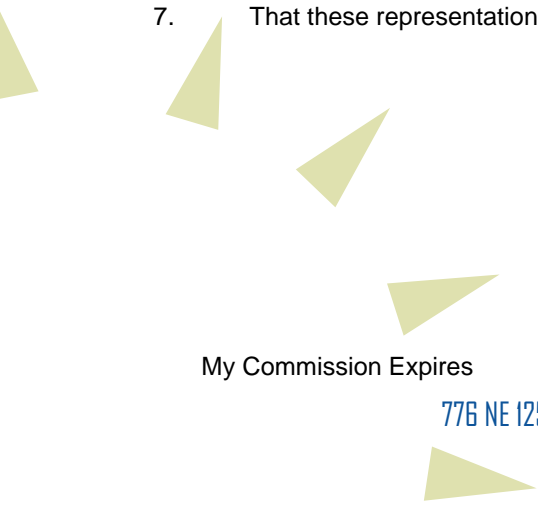
By: _____

Its: _____
Authority Warranted

SWORN TO and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires





FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT: **FORD AUTO PARTS & SUPPLIES**

OWNER: CITY OF NORTH MIAMI

CONSULTANT:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact Ruby Crenshaw-Johnson, Procurement Director via email at rcrenshaw@northmiamifl.gov or via facsimile: (305) 891-1015.



QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____
Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: _____
In what State: _____

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

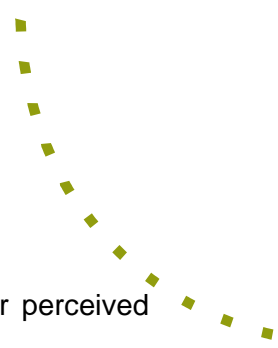
Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address



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

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

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

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

Dated _____, 20__

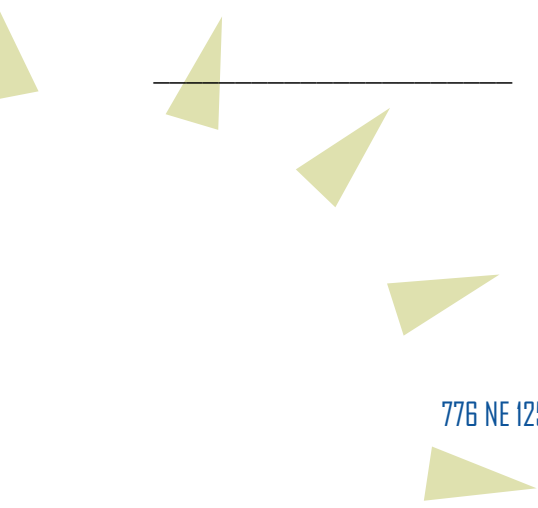
CONSULTANT:

By _____
Its _____

Sworn to and subscribed before me this _____ day of _____, 20__

Notary Public

My Commission Expires:





IFB NUMBER

BID OPENING DATE: March 16, 2010 @ 3:00 PM

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this IFB and must signed in the space provided below. Proposer's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addendum No. 9 _____

Addendum No. 10 _____

Acknowledged by:

Name: _____

Signature: _____





Date: _____

Form "A-6"

**PROPOSER'S DISCLOSURE OF
SUBCONTRACTORS AND SUPPLIERS**

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

Team Composition Plan

* Please provide the following for tracking purposes only:

Business Association	Business Name	Business Address	Business Phone #	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Contractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Subcontractor						
Joint Venture						

Diversity Classification:

- A = Asian American* *B = African American* *F = American Woman*
H = Hispanic American *N = Native American* *L = Local Vendor (North Miami)*





FORM "A-8"
STATEMENT OF NO RESPONSE
RFQ / RFP / IFB NO _____

Recipients of this solicitation may elect not to respond. The City is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the City requests that the reason(s) be indicated below and this form returned to:

City of North Miami
Procurement Department
725 NE 125th Street
Fax Number: (305) 895-1015

REASONS:

1. _____ Do not offer this product / service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

Desire to receive future City solicitations? ___ Yes ___ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____