



## INVITATION FOR BID

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### CITY-WIDE REHABILITATION OF THE SANITARY SEWER SYSTEM IFB NO. 38-18-19

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#### ADVERTISEMENT DATE

TUESDAY, SEPTEMBER 17, 2019

#### PRE-BID CONFERENCE & SITE VISIT

TUESDAY, SEPTEMBER 24, 2019, AT 10:00 A.M. (LOCAL TIME)

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

FRIDAY, OCTOBER 4, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

#### BID SUBMITTAL DEADLINE

TUESDAY, OCTOBER 29, 2019 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>st</sup> FLOOR  
776 NE 125th STREET  
NORTH MIAMI, FL 33161

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 by any other method of delivery.

Copies of this Solicitation document may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and request Document **No. 38-18-19** or may be downloaded from the City's Purchasing Department website at [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**Contact Person:** Jean Joinville, Purchasing Agent  
**Email:** [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov)



The City of North Miami, Florida (“City”) is hereby soliciting bids from qualified and experienced contractors to furnish all labor, equipment, materials and expertise needed for the repair and rehabilitation of the City’s sanitary sewer system to include, but not limited to: manholes, sanitary sewer gravity lines, and sanitary sewer services within the service limits of the City.

Please submit one (1) original bound Bid, two (2) complete hard copies 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 below. **All Bids received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. 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 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Bids as the following:

**IMPORTANT - SOLICITATION ENCLOSED  
CITY-WIDE REHABILITATION OF THE  
SANITARY SEWER SYSTEMS BID  
IFB No. 38-18-19**

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

<b>Event</b>	<b>Date</b>	<b>Time</b>
Advertisement Date:	<b>Tuesday, September 17, 2019</b>	
Pre-Bid Conference and Site Visit:	<b>Tuesday, September 24, 2019</b>	<b>10:00 am</b>
Deadline for Receipt of Questions/Clarification:	<b>Friday, October 4, 2019</b>	<b>3:30 pm</b>
Deadline for Bid Submittals:	<b>Tuesday, October 29, 2019</b>	<b>3:30 pm</b>
City Council Award Date:	<b>To Be Determined</b>	

*Note: The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.*

**BID BOND AND PERFORMANCE & PAYMENT BONDS**

A 5% of the amount of the base bid as a Bid Bond **must** be included with Bid submittal, as a guarantee that bidder will enter into an agreement with the City if the bid is accepted, and 100% Performance and Payment Bonds will be required for award of Contract, as stipulated herein.

**CONE OF SILENCE ORDINANCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City’s Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix “D”** for further information). We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade  
Purchasing Department

# Table of Contents

## Sections / Title

Section 1.0 Instructions to Bidders/ General Terms and Conditions .....	4
Section 2.0 Special Conditions .....	14
Section 3.0 Description of Work .....	26
Appendix “A” Bid Form .....	28
Appendix “B” Cover Page & Contact Information Form.....	39
Appendix “C” Minimum Requirements and Bid Submittal Checklists .....	34
Appendix “D” Cone of Silence Ordinance .....	37

### Attachments

- Attachment “A” Technical Specifications
- Attachment “B” Supplementary Conditions

All of our contract forms 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 Statutes, on Public Entity Crimes
- A-2 Non-Collusive Bid Certificate
- A-3 Local Preference Affidavit (*if applicable*)
- A-3(a) Statement of intent (*if applicable*)
- A-4 Questionnaire Instructions
- A-5 Addendum to Bid Documents
- A-6 Proposer’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7 General Insurance Requirements
- A-9 Bid Bond
- A-10 Performance Bond
- A-11 Labor and Material Payment Bond
- A-14 References

# SECTION 1.0

## INSTRUCTIONS TO BIDDERS/ GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.
- e) "Contractor" means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.
- f) "Department" means a department of the City, as may be designated herein.
- g) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.
- h) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.
- i) "Project" is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- j) "Scope of Services" or "Scope of Work" means Section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.
- k) "Solicitation" means this Invitation for Bids (IFB) document, and all associated addenda and attachments.
- l) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
- m) "Work" or "Services" means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

### 1.2 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All Bids are

subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Solicitation Title to the Office of the City Clerk of North Miami, City Hall, 776 NE 125<sup>th</sup> Street, North Miami, Florida 33161 by the deadline specified on the cover page of this Solicitation.

### 1.3 CITY OVERVIEW

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

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

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

### 1.4 EXECUTION OF BID:

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

**1.5 INVITATION**

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

**1.6 PRICES QUOTES**

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

**1.7 TAXES:**

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

**1.8 MISTAKES**

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

**1.9 UNDERWRITERS' LABORATORIES:**

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

**1.10 BID'S CONDITIONS:**

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

**1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:**

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass, and

composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post-consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. The city may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above-recycled content.

**1.12 EQUIVALENTS:**

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

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

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

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as incomplete and not in compliance with the specifications as listed on the attached form.

**1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

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

**1.14 SAMPLES:**

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

**1.15 DELIVERY:**

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

**1.16 INTERPRETATIONS:**

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

**1.17 AWARDS:**

The City 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.

**1.18 BID OPENING:**

Bids shall be opened and publicly read in the City of North Miami Council Chambers, 776 N.E. 125th Street, North Miami, Florida, on the date and at the time specified on the Solicitation Timetable. All Bids received after that time shall be returned, unopened.

**1.19 INSPECTION, ACCEPTANCE & TITLE:**

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

**1.20 PAYMENT:**

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

**1.21 DISPUTES:**

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

**1.22 LEGAL REQUIREMENTS:**

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

**1.23 PATENTS & ROYALTIES:**

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

**1.24 OSHA:**

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

**1.25 SAFETY PRECAUTIONS:**

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



**1.26 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these general instructions shall take precedence.

**1.27 ANTI-DISCRIMINATION:**

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

**1.28 QUALITY:**

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

**1.29 LIABILITY, INSURANCE, LICENSES, AND PERMITS:**

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

**1.30 BID BONDS, AND PERFORMANCE BONDS**

Bonds shall be submitted with the Bid in the amount of five percent (5%) of the total bid amount. Upon award of the Bid, the successful Bidder(s) may be required to furnish to the City, a Performance Bond and Payment Bond for 100% of the total Bid submitted, executed by a surety company authorized to do business in the State of Florida and shall comply with Florida Statute 287.0935 to be in the form of a Cashier's Check, made payable to the City of North Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 2873.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of the Contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful Contractor.

**1.31 PUBLIC ENTITY CRIMES AFFIDAVIT**

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

**1.32 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.

**1.33 LOBBYING**

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

**1.34 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

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

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

### **1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES**

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail 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](http://www.northmiamifl.gov)) and Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and requesting the corresponding documents number.

### **1.36 VERBAL REPRESENTATION**

No verbal 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.

### **1.37 ADDENDA**

If any Solicitation revisions become necessary, the City will post written addenda on the City web's site at [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx) and on Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 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](http://www.northmiamifl.gov)) and Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and requesting the corresponding document number.** All addenda placed on the Demand Star can be downloaded.

### **1.38 CANCELLATION OF CONTRACT**

The City reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the

following applies:

- A) The Contractor is determined by the City to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.
- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.
- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

### **1.39 BID PROTEST**

Respondents should refer to Section 7-158 of the City Code of Ordinances for provisions relating to protests of Solicitations and awards.

### **1.40 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.

### **1.41 BID RESPONSE 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.

### **1.42 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.

### **1.43 BID SUBMITTAL AND OPENING**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.



The City 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 personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

**1.44 ASSIGNMENT:**

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

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

**1.45 WITHDRAWAL OF RESPONSE**

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

**1.46 REJECTION OF RESPONSES**

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

**1.47 BIDDER FACILITIES:**

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

**1.48 APPLICABLE LAW AND VENUE:**

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

**1.49 PUBLIC RECORDS AND EXEMPTIONS**

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning the laws of the State of Florida shall govern the Contract between the City of North Miami and the successful Bidder and any legal action shall be brought in Miami-Dade County, Florida.

**1.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of North Miami Purchasing Department a request for clarification by the deadline specified on the Solicitation Timetable. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of North Miami Purchasing Department. The City shall issue an Addendum if clarification or changes are required. A copy of such Addendum will be mailed to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.51 BID REVIEW**

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the IFB, includes all documentation, is of timely submission, and has the

appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

#### **1.52 CITY OPTIONS**

The City 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.

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

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

#### **1.53 CONTRACT AWARD**

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

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

- A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B) The City shall award a Contract to a Bidder through action taken by either the City Council or the City Manager.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
- D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be

conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, 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.

#### **1.54 AWARD OF AGREEMENT:**

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

#### **1.55 BID SUBMITTAL/ADDENDUMS**

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 or prior to award.

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

#### **1.56 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

#### **1.57 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.

#### **1.58 FORCE MAJEURE:**

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic riot or civil disturbance, war of terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended

by the number of days equal to the total numbers of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

#### **1.59 NON-RESPONSIVE BIDS**

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

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

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

#### **1.60 CONE OF SILENCE**

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (**see Appendix "D"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference,

presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to verbal communications at pre-solicitation conference, verbal 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, RFP, or RFQ documents. A copy of all written communications must be filed with the City Clerk.

#### **1.61 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

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

#### **1.62 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires individuals and business entities to complete registration application before doing business with the City. Respondents need not register with the City to present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application from our website at [http://www.northmiamifl.gov/departments/purchasing/vendor\\_registration.aspx](http://www.northmiamifl.gov/departments/purchasing/vendor_registration.aspx) it is the responsibility of each vendor 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.

#### **1.63 EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes 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 a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent has accepted all terms and conditions contained in this Solicitation

**1.64 COMMUNITY BENEFITS PLAN**

The awarded Contractor may be asked to submit a Community Benefits Plan for approval by the City. The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 7-151 of the City Code of Ordinances.

If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered into between the City and the awarded Bidder for this project.

**1.65 LOCAL VENDOR PREFERENCE**

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 submit in writing its compliance with any two of the following objective criteria (**see Form A-3**).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (**must submit Form A-3(a)** as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City.

**1.66 MODIFICATIONS OF RESPONSE**

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

**1.67 TRUTH IN NEGOTIATION STATEMENT**

Not applicable.

**1.68 LATE SUBMISSIONS**

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

**1.69 SOLICITATION OPENING**

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the City Council Chambers located on the 2nd floor of City Hall 776 NE 125<sup>th</sup> Street, North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

**1.70 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.

**1.71 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, 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. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

**1.72 INSTALLATION SERVICES**

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

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

**1.73 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT**

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, Contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and

enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws, and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of

the Contractor to ensure compliance with all applicable codes, regulations, law, and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

#### **1.74 CONTRACTOR OBLIGATIONS**

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

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

#### **1.75 EEOP UTILIZATION REPORT**

Manual will be provided upon request.

**END OF SECTION**



## SECTION 2.0 SPECIAL CONDITIONS

### 2.1 **PURPOSE**

The purpose of this Solicitation is to establish a contract, by means of sealed bids, to furnish all labor, equipment, materials, and expertise as required for the Repair and Rehabilitation of Sanitary Sewer Lines, Manholes, and Laterals within the service limits of the City of North Miami.

### 2.2 **SEALED BIDS**

One (1) original and two (2) copies of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid title and number to the Office of the City Clerk located at, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 on or before 3:30 p.m. local time on Tuesday, October 29, 2019.

### 2.3 **MINIMUM QUALIFICATIONS**

In order to be considered eligible for this Solicitation, the Respondent must demonstrate that it meets the qualifications and has the experience, capacity, and resources to successfully execute this Project. Any Bidder that fails to meet all the following requirements may be deemed "NON-RESPONSIVE". As part of their bid proposal, Bidders must submit documentation that demonstrates compliance with the following criteria:

- a. Bidders must be licensed to do business in the State of Florida. Please submit Sunbiz report with your company registered as active.
- b. Bidders submitting proposals as joint ventures must submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.
- c. The firm and/or business entity must have been in business for no less than five (5) years as of the due date of this Solicitation, as evidenced by an occupational or business license issued within the State of Florida.
- d. The Bidder must submit proof of the following:
  1. Florida Underground Utility Contractor and Excavation Contractor License and/or Certified General Contractor's License.
  2. CCTV Video Certification.
  3. MOT (Maintenance of Traffic) Certification by Florida's Department of Transportation.
  4. OSHA (Occupational Safety and Health Administration) Certification.
- e. The Contractor must also submit documentation that confirms their National Association of Sewer Service Companies Pipeline Assessment and Certification Program (NASSCO PACP) certification.
- f. The Bidder must be able to perform at least 30% of the work with their own workforce.
- g. **References:** The Respondent must provide at least **three (3) references** of clients for which it has performed work similar in scope to the project described in this Solicitation, within the past **ten (10) years**. Preferably, the submitted projects should be for work performed for public/government agencies within the State of Florida. References must be submitted on contract Form A-14, accompanied by any supporting documentation.

***NOTE: Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Bidder may be deemed NON-RESPONSIVE.***



## 2.4 **METHOD OF AWARD**

The City intends to award this Contract to the lowest responsive and responsible Bidder whose price, experience and qualifications proves to be the most beneficial to the City. The City reserves the right to award one or more contract under this Solicitation. The City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City's best interest.

**The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local business and residents as defined by Section 7-151 of the City Code.**

## 2.5 **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 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.

## 2.6 **INSURANCE**

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

### 2.6.1 **COMMERCIAL GENERAL LIABILITY**

With minimum limits of **\$1 Million** per occurrence, **\$2,000,000** aggregate for bodily injury and property damage. This coverage shall also include premises, operations, independent subcontractors, personal and advertising injury and medical expense, contractual liability, personal & advertising injury, and products/completed operations. Coverage shall be written on an occurrence form.

### 2.6.2 **COMMERCIAL AUTOMOBILE LIABILITY**

With minimum limit of **\$1 Million** per occurrence, covering any auto including owned, scheduled, non-owned, hired or leased.

### 2.6.3 **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** per accident for bodily injury or disease.

### 2.6.4 **POLLUTION LIABILITY**

**\$1,000,000** Minimum coverage to cover third party injuries or damages including legal and clean-up from pollution events relating to project.

### 2.6.5 **UMBRELLA LIABILITY**

**\$2,000,000** Minimum follow form coverage for underlying Auto and General Liability

**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 understands 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 the above-referenced insurance certificate(s) to the City by no later than ten (10) days from notice of award and prior to execution of the Contract naming the City of North Miami as additional insured**

## **2.7 TIME FOR PERFORMANCE**

Final completion of this project must be achieved within three hundred and sixty-five (365) The entire scope of services described in this Solicitation shall be carried out based on Work (Task) Orders issued by the City to the awarded Contractor for specific sections of the sewer system. Each Work Order shall in turn be based on individual proposals submitted by the awarded Contractor which include detailed cost proposal in accordance with the submitted bid line item pricing and a construction schedule for completion of the work. The proposed cost and schedule for completion of the work shall be reviewed by the City to determine the actual number of calendar days that will be stipulated to complete the work. The Contractor shall not commence work until a work order and Notice to Proceed is issued by the City.

## **2.8 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bid may offer incentive discounts from this fixed price to the City at any time during the contractual term.

## **2.9 SITE INSPECTION AND DUE DILIGENCE**

Bidders are required to visit the project site and become familiar with any conditions which may affect the work to be done or affect the equipment, materials, and labor required to

successfully complete the project, prior to submitting their Bid. Moreover, Bidders are also obligated to carefully examine the project specifications and exercise due diligence regarding any and all pre-existing conditions at the project site which may in any manner affect the work to be performed under the Contract. No additional allowances shall be made due to the Bidder's lack of knowledge of the project requirements and site conditions.

The awarded Bidder shall be responsible for inspecting and documenting the pre-existing conditions of the project site. Any damage to public and/or private property resulting either directly or indirectly from the execution of the project by the awarded Bidder shall be repaired or replaced at the sole expense of the Bidder in a manner acceptable to the City. Such properties may include but is not limited to, roads, driveways, sod, walls, underground utilities, trees, landscaping, etc.

Prior to the commencement of Work, the awarded Bidder shall submit to the appropriate City staff photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the Bidder. Failure to properly document such pre-existing conditions and to submit said documentation as required may render the Bidder liable to repair any such damage at no expense to the City.

## **2.10 FAILURE TO PERFORM**

In the event that the awarded Bidder fails to commence work on the project on a timely manner or if the Bidder proceeds to work on the project in an inappropriate or protracted manner, the City may notify the Bidder to cease and desist all work on the project. If so, the City may pursue any and all remedies available to it including, but not limited to, requesting that the surety complete the work, calling on the next lowest responsive and responsible Bidder to finish the work or advertising for bids and award a new contract for the uncompleted work and charge any additional costs incurred by the City, regardless of the course of action chosen by the City, to the originally awarded Bidder.

## **2.11 METHOD OF PAYMENT - PHASED PAYMENTS FOR WORK COMPLETED**

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

All invoices shall contain the following basic information:

### **2.11.1 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

### **2.11.2 CITY INFORMATION:**

- City Purchase Order Number

### **2.11.3 PRICING INFORMATION:**

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

### **2.11.4 GOODS OR SERVICES PROVIDED PER CONTRACT:**

- Description
- Quantity

### **2.11.5 DELIVERY INFORMATION:**

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

### **2.11.6 FAILURE TO COMPLY:**

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

Payment shall be made in accordance with Section 218.735 of the Florida Statutes.

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.

## **2.12 RETAINAGE**

In order to ensure the awarded Contractor's complete and satisfactory performance of its duties under this Contract, the City shall withhold an amount of up to ten percent (10%) of each payment request submitted by the Contractor (i.e. the Contract retainage). Each payment request submitted by the Contractor shall specify the amount of retainage attributable to, and to be withheld from, amounts due from the City for each invoice.

Notwithstanding the above, at such time as the Project is deemed by the City to be at least fifty percent (50%) complete, the City shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. For purposes of this section, the term "50-percent completion" has the meaning set forth in the contract between the City and the awarded Contractor or, if not defined in the contract, the point at which the City has expended at least fifty percent (50%) of the total cost of the construction services purchased under the Contract, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for under the Contract.

Release of any portion of retainage held by the City shall take place upon written request by the Contractor and in accordance with State of Florida statutory provisions. The final five percent (5%) of the total Contract value shall only be released at the time of Final Payment following acceptance by the City of project completion, correction of all incomplete or defective work by the Contractor and satisfaction of any damages incurred by the City as a result of the Contractor's failure to satisfactorily complete the work

## **2.13 BID BOND AND PERFORMANCE & PAYMENT BONDS**

All bids must be accompanied by a bid bond of 5% of the total bid amount submitted by the Bidder and the awarded Bidder may also be required to provide the City with performance and payment bonds for 100% of the total awarded amount of the Contract. Moreover, all bonds shall be executed by a surety company authorized to do business in the State of Florida and that complies with the requirements of Florida Statutes 287.0395.

In lieu of submitting a bid bonds, as well as performance and payment bonds, the Bidder

may submit money orders, certified checks, cashier's checks or irrevocable letters of credit, made payable to the City of North Miami, in the appropriate dollar amount of the bid bond and/or performance and payment bonds. If an irrevocable letter of credit is used, it must be issued by a bank located in Miami-Dade County for the requisite dollar amount and should clearly state that it cannot be revoked until express written approval has been given by the City. To draw on same, the City would simply have to give written notice to the bank with a copy to the awarded Bidder.

#### **2.14 LIQUIDATED DAMAGES**

Bidders are placed on notice that failure to achieve Final Completion of this project within **three hundred and sixty five (365) calendar days** from **NTP** shall authorize the City to charge and deduct from the Contract amount owed to the awarded Bidder a daily amount of **\$500.00** will be deducted from any compensation due to the contractor as liquidated damages for each and every day which exceeds the deadline for completion.

As an alternative to liquidated damages, the City may instead notify the Bidder to cease work and proceed to complete the work in the manner deemed most appropriate by the City. The total cost incurred by the City to complete the project including, but not limited to, the cost of materials, rent, labor, equipment, supervision, and overhead shall be deducted from the originally awarded Bidder's contract and any overage shall be charged to the Bidder.

#### **2.15 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 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.

The awarded Bidder shall be solely responsible for pedestrian and/or vehicular safety and guidance within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and a warning to persons and vehicular traffic within the area (i.e. Maintenance of Traffic). All safety devices must have suitable and sufficient lighting for the prevention of accidents and must meet the minimum standards mandated by Federal, State and local laws and regulations during all times until the project is completed and accepted by the City.

#### **2.16 HOURS OF WORK & EMPLOYEE CONDUCT**

The awarded Contractor may only perform work from Monday through Friday, 7:30 a.m. to 4:00 p.m., excluding holidays, unless otherwise permitted in the contract documents or when prior written approval is granted by the City.

The awarded Contractor shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Contractor must be provided and display on their clothing proper identification at all times.

All employees and sub-contractors of the awarded Contractor shall be considered to be working under the authority and sole supervision of the Contractor at all times and shall not be considered an employee nor agent of the City. Moreover, the Contractor shall be solely responsible for the conduct and actions of all persons working on their behalf in this project and the City may require the Bidder to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

The awarded Bidder shall have presented an "On Duty" supervisor at the job site who speaks and reads English at all times throughout the course of the project.

## **2.17 PERMITS**

The awarded Bidder shall be responsible for obtaining all necessary permits including, but not limited to, permits from the appropriate agencies.

All work not specifically stated herein shall be in compliance with the Florida Building Code and all other federal, state, and local codes and regulations. The awarded Bidder must post all permits on a visible location at the job site. All inspections shall be requested a minimum of twenty-four (24) hours prior to inspection.

## **2.18 PRODUCT INFORMATION**

All Bidders must submit product information on any alternate and/or substitute item they propose to furnish on this bid if different from products specified. Any bid not containing this information may be rejected for that reason.

## **2.19 EQUAL PRODUCT. MANUFACTURER'S PRODUCT**

Where equal is proposed, bid must be accompanied by complete product information sheet. The City shall be the sole judge of the acceptability of the product in conformance with the Bid Specifications and its decision shall be final.

## **2.20 COMPLETE PROJECT REQUIRED**

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

## **2.21 OMISSION FROM THE SPECIFICATION**

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.

## **2.22 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 may be cause for the bid to be considered non-responsive.



**2.23 PRICES SHALL BE FIXED FOR TERM OF CONTRACT**

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

**2.24 FEDERAL AND STATE REGULATIONS**

The awarded Bidder shall comply with the latest edition of the Florida Building Code and all other applicable federal, state and local rules and regulations that apply to the execution and satisfactory completion of the project.

**2.25 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 in the vicinity of the work site remain open to the public, whenever it doesn't pose safety and/or health hazard.

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 restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the execution of the work. 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.

**2.26 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 agreed with the Project Manager.

**2.27 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:

**2.27.1** The materials may be returned to the Respondent at the Respondent's expense and the Contract canceled or

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

**2.28 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM**

**2.28.1 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.

**2.28.2 CORRECTING DEFECTS COVERED UNDER WARRANTY**

The Respondent shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (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.

**2.29 GUARANTEE AGAINST DEFECTS SHALL BE FOR 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 the date of acceptance of the labor, material and/or equipment by the City Manager with forty-five (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.

**2.30 INSPECTION BY THE CITY**

The Respondent is required to schedule on-site inspections at times which are mutually convenient to the Respondent and the City's officials and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes, and general construction techniques. The Respondent shall provide reasonable

notice to the City prior to the scheduling of these on-site 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 and/or applicable building code requirements.

Requests for Information during the construction phase of the project must be submitted in writing to both the City and Consultant and shall be addressed within 48 hours of receipt.

### **2.31 ACCEPTANCE OF EQUIPMENT (PRODUCTS) BY THE CITY**

The equipment (products) to be furnished by the Contractor pursuant to award of this Contract shall be delivered to the project site and maintained, if applicable, in full compliance with the specifications and requirements set forth and/or referenced in the Contract. If any equipment (product) furnished by the Contractor is determined by the City to be in non-compliance with the specifications and requirements set forth and/or referenced in the Contract, the City may either request that the Contractor remove the respective equipment (product) from the project site or the City may have it removed and returned to the Contractor, all at the Contractor's expense. At the City's sole option, the Contractor may be required to provide an acceptable replacement for the non-compliant item or the City may purchase an acceptable replacement and deduct the entire cost from any amounts due and payable to the Contractor. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

### **2.32 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 along with the executed Contract and Purchase Order 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.

### **2.33 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.

### **2.34 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).

### **2.35 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.

**2.36 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.

**2.37 LICENSES, PERMITS, AND FEES**

The Contractor shall obtain all licenses, permits, and inspections 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 inspections shall be borne by the Contractor.

**2.38 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED**

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their subcontractors (**see Form A-6**).

The Contractor shall perform the Work with its own organization, amounting to not less than **thirty (30%)** of the Work performed

The awarded Respondent shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification 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 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. The City shall not have any duty to implement or enforce such requirements.

**2.39 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.

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

**2.39.2** 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.

**2.39.3** 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.

## **2.40 COUNCIL MEETING**

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide a presentation if requested by Council and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award. Contractor will be notified of date and time of this meeting.

## **2.41 LOCAL BUSINESS PREFERENCE**

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total bid price shall be given to a local business. Respondents must submit forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. Failure to submit required documentation will render the Respondent ineligible for local preference. **At least two (2)** of the following criteria must be met in order to qualify for local preference:

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

**The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.**

The preference is used to evaluate the submittals received from bidders. Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

## **2.42 QUESTIONS AND/OR REQUESTS FOR CLARIFICATION**

Any questions and/or requests for clarification regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Bidders must clearly understand that the only official answer or position of the City will be the one issued by the Purchasing Department.

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 and requests for clarification must be

submitted by no later than the date and time specified in the Bid Timetable section (**see Page 2**). All responses to questions and/or requests for clarification received by the City shall be issued 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 each prospective Bidder's responsibility to ensure their review and acknowledgment of any and all addenda.

**END OF SECTION**



## **SECTION 3.0**

### **SCOPE OF SERVICES /**

### **TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

The Project entitled "City-Wide Rehabilitation of the Sanitary Sewer System" is located in the sewer service area of the City of North Miami, Florida. The Project consists of furnishing all labor, materials, and equipment for performing sanitary sewer repairs.

In order to obtain representative unit prices for sewer system rehabilitation technologies and construction services, four groups have been developed. Interested contractors are requested to submit price proposals for one or more of those groups which they are qualified to perform. Interested contractors are not required to bid every group but must bid all items within any group they elect to bid. Each group will be awarded, as a separate contract, to the lowest responsible bidder for that specific group.

The work consists of furnishing all tools, materials, and equipment as specified herein and generally to include:

1. Group "A" - Excavated Point Repairs: Point repairs, cleanout installation, bypass pumping, surface restoration, and post-repair TV survey.
2. Group "B" - Manhole Rehabilitation: Replacing manhole frames and covers and performing other miscellaneous manhole repairs, installing cementitious and epoxy manhole liners, installing poured-in-place concrete/polyethylene liners, replacing entire manholes, and bypass pumping.
3. Group "C" – Mainline Lining: Cured-in-place pipe lining for gravity mains, and associated work such as cleaning and preparation, lateral reinstatement, cleanout installation, bypass pumping, traffic control, and post-repair TV survey.
4. Group "D" - Lateral Lining and Mainline Sectional Lining: Cured-in-place lateral lining, sectional lining of mains, and mainline/lateral connection interface seal installation. Post repair television survey on service lateral pipes using special camera systems and associated cleanout installation and bypass pumping, and associated work such as cleaning and preparation, lateral reinstatement, traffic control, and post-repair TV survey.

#### **3.2 COMPLETION OF WORK**

The schedule for the completion of the work is described in the Specifications. Liquidated damages will be assessed as stated in the Agreement.

#### **3.3 SUCCESSFUL BIDDERS SHALL COMPLY WITH**

- A. Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations (No. 29 CFR, Part 60).
- B. The Copeland "Anti-Kickback" Act, (18 USC 874F), as supplemented in Department of Labor Regulations (No. 29 CFR, Part 3).
- C. Section 103 and 108 of the Contract Work Hours and Safety Standards Act (40 USC

327-300), as supplemented by Department of Labor Regulations (40 USC 327-300), as supplemented by Department of Labor Regulations (40 CFR, Part 5).

- D. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (40 USC 1251 et seq.) as amended.
- E. Trench excavation protection, pursuant to Part 1926, Subpart P Excavations, Trenching and Shoring of the Occupational Safety and Health Administration Standards and Interpretations.
- F. Trench excavation pursuant to Florida Trench Safety Act, Section 553.60 Florida Statutes.

**- END OF SECTION -**



## **APPENDIX "A"**

### **BID FORM**

#### **BID PAGES**

Please include with your proposal package a CD or Flash Drive with the bid page(s) in Excel format, blank bid page file is available for download on the City's website or DemandStar.com.

**IFB No. 38-18-19**

**NAME OF COMPANY:**

\_\_\_\_\_  
(Name of company submitting bid)

**BID PAGE GROUP A**

**EXCAVATED POINT REPAIRS**

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
A1	Point repair, laterals, and 6-inch through 10-inch gravity pipe (up to 6 feet in depth)	15	EA		
A2	Point repair, laterals, and 6-inch through 10-inch gravity pipe (6 to 8 feet in depth)	15	EA		
A3	Point repair, laterals, and 6-inch through 10-inch gravity pipe (8 to 10 feet in depth)	10	EA		
A4	Point repair, laterals, and 6-inch through 10-inch gravity pipe (10 to 12 feet in depth)	10	EA		
A5	Point repair, laterals, and 6-inch through 10-inch gravity pipe (12 to 14 feet in depth)	5	EA		
A6	Point repair, laterals, and 6-inch through 10-inch gravity pipe (14 to 16 feet in depth)	2	EA		
A7	Point repair, 12-inch, and 15-inch gravity pipe (up to 8 feet in depth)	1	EA		
A8	Point repair, 12-inch, and 15-inch gravity pipe (8 to 12 feet in depth)	1	EA		
A9	Point repair, 12-inch and 15-inch gravity pipe (12 to 16 feet in depth)	1	EA		
A10	Point repair, 18-inch through 30-inch gravity pipe (up to 8 feet in depth)	1	EA		
A11	Point repair, 18-inch through 30-inch gravity pipe (8 to 12 feet in depth)	1	EA		
A12	Point repair, 18-inch through 30-inch gravity pipe (12 to 16 feet in depth)	1	EA		
A13	Install lateral connection to lined main (open trench)	10	EA		
A14	Protruding service connection removal by internal means	8	EA		
A15	Exploratory excavation in grass area (up to 5 feet in depth)	8	EA		
A16	Exploratory excavation in asphalt or concrete area (up to 5 feet in depth)	8	EA		
A17	Exploratory excavation (beyond 5 feet in depth)	30	V.F.		
A18	Bypass pumping (6-inch through 10-inch sewer)	15	DAY		
A19	Bypass pumping (12-inch and 15-inch sewer)	6	DAY		

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
A20	Bypass pumping (18-inch through 21-inch sewer)	2	DAY		
A21	Bypass pumping (24-inch through 30-inch sewer)	2	DAY		
A22	Cleanout installation in grass area (up to 5 feet in depth)	20	EA		
A23	Cleanout installation in asphalt area (up to 5 feet in depth)	10	EA		
A24	Cleanout installation in concrete area (up to 5 feet in depth)	10	EA		
A25	Cleanout installation (beyond 5 feet in depth)	40	V.F.		
A26	Cleanout installation (open trench)	10	EA		
A27	Asphalt roadway replacement	1,000	S.Y.		
A28	Asphalt pavement overlay (1-inch thick)	2,400	S.Y.		
A29	Concrete sidewalk replacement	300	S.Y.		
A30	Concrete curb and gutter replacement	500	L.F.		
A31	Asphalt driveway replacement	250	S.Y.		
A32	Concrete driveway replacement	250	S.Y.		
A33	Replace concrete slabs and/or aprons	250	S.Y.		
A34	Sod replacement	6,000	S.F.		
A35	Residential street without lane closure	10	DAY		
A36	Residential street with lane closure	10	DAY		
A37	FDOT or City arterial roadway	5	DAY		
A38	Work in rear-yard easement (items A1 through A12)	10	EA		
A39	Work in rear-yard easement (items A25 to A26 and A32 to A34)	6	EA		
A40	Expedited mobilization	3	EA		
<b>A41</b>	<b>Time-and-materials items for work not covered by other pay items</b>				
A41-1	Foreman	80	HOUR		
A41-2	Pipe layer	160	HOUR		
A41-3	Laborer	160	HOUR		

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
A41-4	Backhoe - 3/4-yard combination backhoe front end loader, with operator	80	HOUR		
A41-5	Backhoe - 3/8-yard combination backhoe, front end loader, with operator	80	HOUR		
A41-6	Backhoe - Caterpillar Model 225 or equal, with operator	16	HOUR		
A41-7	Bulldozer - Caterpillar Model D4 or equal, with operator	16	HOUR		
A41-8	Front End Loader, Caterpillar Model 930 or equal, with operator	32	HOUR		
A41-9	Gradeall, Caterpillar, Model 215 or equal, with operator	16	HOUR		
A41-10	Compactor - 10-ton asphalt roller with operator	80	HOUR		
A41-11	Compactor - 4-ton drum, with operator	16	HOUR		
A41-12	Compactor - vibratory plate, with operator	16	HOUR		
A41-13	Generator, mass lighting	16	HOUR		
A41-14	100 CFM air compressor, hose, and hammer with operator	80	HOUR		
A41-15	Truck - crew truck	80	HOUR		
A41-16	Truck - dump, double axle, with operator	16	HOUR		
A41-17	Truck - dump, single axle, with operator	16	HOUR		
A41-18	Truck - flatbed, under 25,000 pounds (GVW) with operator	80	HOUR		
A41-19	Truck - vacuum tank	32	HOUR		
A41-20	4-inch pump with discharge hose	10	DAY		
A41-21	6-inch pump with discharge hose	10	DAY		
A41-22	8-inch pump with discharge hose	10	DAY		
A41-23	Well-point equipment, 50 points, complete	5	DAY		
A41-24	3/4-inch washed rock	60	CY		
A41-25	Mason sand	100	CY		
A41-26	Flowable Fill	100	CY		
A41-27	Police Presence	Allowance			\$6,000.00
<b>TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A41-27 INCLUSIVE:</b>					
<b>Written Total:</b>					



**NAME OF COMPANY:**

\_\_\_\_\_  
(Name of company submitting bid)

**BID PAGE GROUP B**

**MANHOLE REPAIRS**

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
B1	Realign, grout and seal manhole casting (in street)	20	EA		
B2	Realign, grout and seal manhole casting (in rear-yard easement)	20	EA		
B3	Install manhole chimney seal	15	EA		
B4	Seal visible infiltration through manhole walls, bench, and invert (brick manhole)	15	EA		
B5	Seal visible infiltration through manhole walls, bench, and invert (concrete manhole)	15	EA		
B6	Repair manhole bench and invert	5	EA		
B7	Replace manhole bench and invert	5	EA		
B8	Replace standard manhole frame and cover and install seal	20	EA		
B9	Replace watertight manhole frame and cover and install seal	30	EA		
B10	Install cementitious manhole liner for precast manhole	120	V.F.		
B11	Install cementitious manhole liner for brick manhole	120	V.F.		
B12	Install cementitious manhole liner with polymeric overlay for precast manhole	60	V.F.		
B13	Install cementitious manhole liner with polymeric overlay for brick manhole	60	V.F.		
B14	Install polyethylene manhole liner	60	V.F.		
B15	Install new standard precast concrete 48 inch-diameter sewer manhole (up to 4 feet in depth)	2	EA		
B16	Install new standard precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	6	EA		
B17	Install new standard precast concrete 48 inch-diameter sewer manhole (6 to 8 feet in depth)	6	EA		
B18	Install new standard precast concrete 48 inch-diameter sewer manhole (8 to 10 feet in depth)	4	EA		
B19	Install new standard precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	4	EA		
B20	Install new standard precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	2	EA		

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
B21	Install new standard precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	2	EA		
B22	Install new drop connection precast concrete 48-inch-diameter sewer manhole (additional cost)	1	EA		
B23	Install new drop connection precast concrete 48-inch-diameter sewer manhole (additional cost)	20	V.F.		
B24	Work in rear-yard easement (items B3 through B9)	20	EA		
B25	Work in rear-yard easement (items B10 through B14)	15	EA		
B26	Work in rear-yard easement (items B15 through B21)	15	EA		
B27	Bypass pumping (6-inch through 10-inch sewer)	15	DAY		
B28	Bypass pumping (12-inch and 15-inch sewer)	5	DAY		
B29	Bypass pumping (18-inch and 21-inch sewer)	2	DAY		
B30	Bypass pumping (24-inch and 30-inch sewer)	2	DAY		
B31	Asphalt roadway replacement	150	S.Y.		
B32	Asphalt pavement overlay (1-inch thick)	400	S.Y.		
B33	Concrete sidewalk replacement	10	S.Y.		
B34	Concrete curb and gutter replacement	20	L.F.		
B35	Asphalt driveway replacement	20	S.Y.		
B36	Concrete driveway replacement	50	S.Y.		
B37	Replace concrete slabs and/or aprons	50	S.Y.		
B38	Sod replacement	1,000	S.F.		
B39	Residential street without lane closure	8	DAY		
B40	Residential street with lane closure	8	DAY		
B41	FDOT or City arterial roadway	2	DAY		
B42	Expedited mobilization	4	EA		
<b>TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B42 INCLUSIVE:</b>					
<b>Written Total:</b>					

**NAME OF COMPANY:**

\_\_\_\_\_  
(Name of company submitting bid)

**BID PAGE GROUP C**

**MAINLINE PIPE LINING**

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
C1	Install CIP liner, 6-inch diameter gravity mains (up to 8 feet in depth)	800	L.F.		
C2	Install CIP liner, 8-inch diameter gravity mains (up to 8 feet in depth)	20,000	L.F.		
C3	Install CIP liner, 8-inch diameter gravity mains (8 to 12 feet in depth)	30,000	L.F.		
C4	Install CIP liner, 8-inch diameter gravity mains (12 to 16 feet in depth)	3,000	L.F.		
C5	Install CIP liner, 10-inch diameter gravity mains (up to 8 feet in depth)	1,200	L.F.		
C6	Install CIP liner, 10-inch diameter gravity mains (8 to 12 feet in depth)	3,000	L.F.		
C7	Install CIP liner, 10-inch diameter gravity mains (12 to 16 feet in depth)	600	L.F.		
C8	Install CIP liner, 12-inch diameter gravity mains (up to 8 feet in depth)	300	L.F.		
C9	Install CIP liner, 12-inch diameter gravity mains (8 to 12 feet in depth)	300	L.F.		
C10	Install CIP liner, 12-inch diameter gravity mains (12 to 16 feet in depth)	300	L.F.		
C11	Install CIP liner, 18-inch diameter gravity mains (up to 8 feet in depth)	1,300	L.F.		
C12	Install CIP liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	1,000	L.F.		
C13	Install CIP liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	300	L.F.		
C14	Install CIP liner, 24-inch diameter gravity mains (up to 8 feet in depth)	900	L.F.		
C15	Install CIP liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	3,000	L.F.		
C16	Install CIP liner, 24-inch diameter gravity mains (12 to 16 feet in depth)	600	L.F.		
C17	Install CIP liner, 30-inch diameter gravity mains (up to 16 feet in depth)	100	L.F.		
C18	CIP liner cure temperature monitoring and reporting (pipe of 15-inch diameter pipe or less)	900	L.F.		
C19	CIP liner cure temperature monitoring and reporting (pipe of 18-inch diameter pipe or more)	7,100	L.F.		
C20	Reinstate laterals and grout annular space	800	EA		

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
C21	Recut lateral insufficiently reinstated by others	5	EA		
C22	Grout annular space following recut of lateral insufficiently reinstated by others	5	EA		
C23	Protruding service connection removal by internal means	6	EA		
C24	Bypass pumping (6-inch through 10-inch sewer)	12	DAY		
C25	Bypass pumping (12-inch and 15-inch sewer)	2	DAY		
C26	Bypass pumping (18-inch through 21-inch sewer)	7	DAY		
C27	Bypass pumping (24-inch through 30-inch sewer)	10	DAY		
C28	Residential street without lane closure	40	DAY		
C29	Residential street with lane closure	50	DAY		
C30	FDOT or City arterial roadway	10	DAY		
C31	Work in rear-yard easement (items C1 through C16)	80	EA		
C32	Work in rear-yard easement (item C20)	3	EA		
C33	Expedited mobilization	2	EA		

**TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C33 INCLUSIVE:**

**Written Total:**

**NAME OF COMPANY:**

\_\_\_\_\_  
(Name of company submitting bid)

**BID PAGE GROUP D**

**LATERAL LINING AND MAINLINE SECTIONAL LINING**

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
D1	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	8	EA		
D2	Install CIP sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	10	L.F.		
D3	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	60	EA		
D4	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA		
D5	Install T-liner in 24-inch to 30-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA		
D6	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	400	L.F.		
D7	Transitional liner 6-inch to 4-inch	2	EA		
D8	Coating removal	2	EA		
D9	Lateral grouting (if required in preparation for T-liner, lateral liner, or mainline/lateral connection interface seal installation)	10	EA		
D10	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	15	EA		
D11	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	100	L.F.		
D12	Install CIP mainline/lateral connection interface seal in any size main with 4-inch to 6-inch laterals, all depths	6	EA		
D13	Protruding service connection removal by internal means	4	EA		
D14	Bypass pumping (6-inch through 10-inch sewer)	4	DAY		
D15	Bypass pumping (12-inch and 15-inch sewer)	1	DAY		
D16	Bypass pumping (18-inch through 21-inch sewer)	1	DAY		
D17	Bypass pumping (24-inch through 30-inch sewer)	1	DAY		
D18	Cleanout installation in grass area (up to 5 feet in depth)	12	EA		

ITEM NO.	DESCRIPTION	QT	UNIT	UNIT PRICE	TOTAL
D19	Cleanout installation in asphalt area (up to 5 feet in depth)	3	EA		
D20	Cleanout installation in concrete area (up to 5 feet in depth)	3	EA		
D21	Cleanout installation (beyond 5 feet in depth)	18	V.F.		
D22	Cleanout installation (open trench)	3	EA		
D23	Residential street without lane closure	20	DAY		
D24	Residential street with lane closure	25	DAY		
D25	FDOT or City arterial roadway	5	DAY		
D26	Work in rear-yard easement (item D1)	3	EA		
D27	Work in rear-yard easement (items D3 through D5)	30	EA		
D28	Work in rear-yard easement (item D10)	7	EA		
D29	Work in rear-yard easement (item D12)	3	EA		
D30	Work in rear-yard easement (items D28 through D30)	6	EA		
D31	Expedited mobilization	3	EA		
<b>TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D31 INCLUSIVE</b>					
<b>Written Total:</b>					



**NOTES:**

- Respondent(s), 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. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Respondent(s) understand and agree to be bound by the conditions included in this Solicitation and shall comply with all requirements contained therein.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Company Representative (Print Name)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Authorized Company Representative (Signature)

\_\_\_\_\_  
Date:



**APPENDIX "B"**  
**COVER PAGE & CONTACT INFORMATION FORM**



**COVER PAGE & CONTACT PERSON INFORMATION**

**City-Wide Rehabilitation of  
the Sanitary Sewer System  
IFB No. 38-18-19**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by either an authorized officer or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or for any correspondence related to this Solicitation.

Legal Name of Proposer(s): \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Bids.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

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Company Name

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Authorized Representative (Print Name)

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Title:

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Authorized Representative (Signature)

---

Date:



**APPENDIX "C"**  
**MINIMUM REQUIREMENTS & BID SUBMITTAL CHECKLIST**



**MINIMUM REQUIREMENTS**

**City-Wide Rehabilitation of the Sanitary Sewer System  
IFB No. 38-18-19**

#	Description	Check List
1.	<p>The Respondent shall be licensed to do business in the State of Florida.</p> <p>Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.</p>	<p><b>Attach Copy of Active Sunbiz.org Registration</b></p> <p style="text-align: center;"><input type="checkbox"/></p>
2.	<p>Respondents must submit copies of the following:</p> <ol style="list-style-type: none"> <li>1. Florida Underground Utility Contractor and Excavation Contractor License and/or Certified General Contractor's License.</li> <li>2. CCTV Video Certification.</li> <li>3. MOT (Maintenance of Traffic) Certification by Florida's Department of Transportation.</li> <li>4. OSHA (Occupational Safety and Health Administration) Certification.</li> <li>5. National Association of Sewer Service Companies Pipeline Assessment and Certification Program (NASSCO PACP) certification</li> </ol>	<p><b>Attach Copy of Active Licenses</b></p> <p style="text-align: center;"> <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> </p>
3.	<p>Provide documentation that demonstrates the Bidder has been in business for a minimum of five (5) years as evidence by copy of an occupational or business license issued within the State of Florida.</p>	<p><b>Attach Relevant Documents</b></p> <p style="text-align: center;"><input type="checkbox"/></p>
4.	<p><b>References:</b> The Respondent must provide at least three (3) references of public agency clients for which it has performed similar work within the past ten (10) years. Preferably, the submitted projects should be for work performed for public/government agencies within the State of Florida.</p>	<p><b>Attach Form A-14</b></p> <p style="text-align: center;"><input type="checkbox"/></p>





**City-Wide Rehabilitation of the Sanitary Sewer System**

**IFB No. 38-18-19**

This checklist is provided only as a reference document for Bidders and outlines documents which must be submitted as part of the Bid Proposal. Any Bid received without any one or more of these documents may be rejected as being “Non-Responsive”.

Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder’s proposal and should be enhanced as deemed necessary by each Respondent.

Company Name:

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Bid Form	
	Minimum Requirements Checklist	
	Bid 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 <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-9 Bid Bond	
	A-10 Performance Bond	
	A-14 References	



**APPENDIX "D"**  
**CONE OF SILENCE ORDINANCE**

## Cone of Silence Ordinance

### **City-Wide Rehabilitation of the Sanitary Sewer System IFB No. 38-18-19**

#### DIVISION 8. CONE OF SILENCE

##### Sec. 7-192. Cone of Silence

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection, and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

- (4) Emergency procurements of goods or services pursuant to section 7-144;
- (5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
- (6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

### **Sec. 7-193. Procedure**

**(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 notice with the city clerk, with a 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 procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.**

**(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.**

**(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, 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 IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.**