

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** May 20, 2020

**Presenter's Name and Title:** Anthony Collins, P.E., PMP, Director of Public Works

**Prepared By:** Kristy Gilbert, Asst. Public Works

**Temp. Reso. Number:** 7180

**Item Description:** Temp. Reso. #R7180, approving the award of Invitation for Bid No. 20-007 entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project" to Dekora, LLC, in the amount of \$92,320. (*Public Works Director Anthony Collins and Procurement Director Alicia Ayum*).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

Special Voting Requirement – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funds totaling \$92,320 will be expended from Account Nos. 389-53-800-519-000-606510-53016 entitled "CIP-Construction" in the amount of \$50,000 and 001-50-501-519-000-606211 entitled "Minor Building Repairs in the amount of \$42,320

**Content:**

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR 7180
  - Exhibit A: Bid Tabulation Sheet
- Attachment(s)
  - Attachment 1: IFB 20-007



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Vernon E. Hargray, City Manager *[Signature]*

**BY:** Anthony Collins, Public Works Director and  
Alicia Ayum, Procurement Director

**DATE:** May 14, 2020

**RE:** Temp. Reso. No. 7180, approving the award of Invitation for Bid No. 20-007  
entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project"

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7180, approving the award of Invitation for Bid ("IFB") No. 20-007 entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project" to Dekora, LLC in the amount of \$92,320.

**ISSUE:** Pursuant to City Code Section 2-412(a)(1), City Commission approval is required for all expenditures exceeding \$75,000 per vendor.

**BACKGROUND:** The Public Works Department is responsible for the maintenance and repair of all facilities.

The Miramar Cultural Center | ArtsPark opened in December of 2009. The City asset is known for its performance space and banquet hall rental hosting of special events and cultural activities. It is also a destination for art gallery exhibitions; and a place to have beautiful outdoor memories in its botanical garden.

The Information Technology ("IT") Department has an ongoing project to replace the audio-visual equipment in the Cultural Affairs banquet hall and art gallery. The replacement equipment will improve the acoustic sound quality and aesthetic appearance which is consistent with City standard. As a direct result of the equipment being replaced, the original existing ceiling tile are unavailable to facilitate replacement during the project.

On April 17, 2020, the Procurement Department advertised Invitation for Bid No. ("IFB") 20-007, entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project," in a newspaper of general circulation and on DemandStar. The City conducted a mandatory pre-bid

conference and inspection of the facility on April 22, 2020. Five (5) proposals were received by the Procurement Department prior to the scheduled bid deadline on April 30, 2020.

The bids were evaluated by Procurement Department and Dekora, LLC was deemed to be the lowest responsive, responsible bidder that meet the minimum qualifications of the bid.

<b>Bidder</b>	<b>Banquet Hall Grid Amount</b>	<b>Alternate Art Gallery Amount</b>	<b>Grand Total</b>
Florida Palm Construction	\$40,034	\$46,007	\$86,041
Dekora, LLC	\$85,660	\$6,660	\$92,320
VPR Construction Corp.	\$78,001	\$25,000	\$103,000
Nunez Construction, Inc.	\$109,976	\$36,659	\$146,635
Bofam Construction Co., Inc	\$141,300	\$136,500	\$277,800

The scope of work to be provided to the City includes furnishing all labor, materials and equipment to complete installation of new Armstrong Ultima 1911 ceiling tiles and ceiling grid. The contractor shall also be responsible for painting all damaged wall areas that occur during installation and ensure the facility is cleaned and removal of all debris is completed daily.

Funds totaling \$92,320 will be expended from Account Nos. 389-53-800-519-000-606510-53016, entitled "CIP-Construction" in the amount of \$50,000 and 001-50-501-519-000-606211 entitled "Minor Building Repairs" in the amount of \$42,320.

Temp. Reso. No. 7180  
5/6/20  
5/13/20

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 20-007 ENTITLED “MIRAMAR CULTURAL ARTS BANQUET HALL CEILING TILE PROJECT” TO DEKORA, LLC, IN THE AMOUNT OF \$92,320; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Public Works Department is responsible for the maintenance and repair of all facilities; and

**WHEREAS**, the Information Technology (“IT”) Department has an ongoing project to replace the audio-visual equipment in the Cultural Affairs Banquet hall and art gallery; and

**WHEREAS**, as a direct result of the equipment being replaced, the original existing ceiling tile are unavailable to facilitate replacement during the project; and

**WHEREAS**, on April 17, 2020, the Procurement Department advertised Invitation for Bid No. 20-007 (“IFB”) entitled “Miramar Cultural Arts Banquet Hall Ceiling Tile Project” in a newspaper of general circulation and on DemandStar; and

**WHEREAS**, on April 22, 2020, the City conducted a mandatory pre-bid conference and inspection of the facility; and

**WHEREAS**, on April 30, 2020, the bid opening date, five firms submitted sealed bids in response to the IFB: and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 7180  
5/6/20  
5/13/20

**WHEREAS**, City Procurement Department staff evaluated the bids and bidders' references and determined that Dekora, LLC was the lowest responsive, responsible bidders who satisfied the minimum qualifications of the solicitation and whose bid is in the best interest of the City with a total bid of \$92,320 as depicted in Exhibit "A"; and

**WHEREAS**, the City Manager recommends that the City Commission approve the award of IFB 20-007 entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project" to Dekora, LLC in the amount of \$92,320 as depicted in Exhibit "A"; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award IFB 20-007 entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project" to Dekora, LLC in the amount of \$92,320.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the award of Invitation for Bid No. 20-007 entitled "Miramar Cultural Arts Banquet Hall Ceiling Tile Project" to Dekora, LLC in the amount of \$92,320.

Temp. Reso. No. 7180  
5/6/20  
5/13/20

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Maxwell B. Chambers

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes

Vice Mayor Maxwell B. Chambers

Commissioner Yvette Colbourne

Commissioner Alexandra P. Davis

Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reso. No. \_\_\_\_\_



**IFB-20-007**  
**Miramar's Cultural Arts Banquet Hall & Alternate Art Gallery Ceiling Project**  
**Closing Date: 04/30/2020 at 2:00pm**

Company Name	Banquet Hall Grid Amount	Alternate Art Gallery Amount	Grand Total
FLORIDA PALM CONSTRUCTION	\$40,034.06	\$46,006.52	\$86,040.58
DEKORA LLC	\$85,660.00	\$6,660.00	\$92,320.00
VPR CONSTRUCTION CORP	\$78,000.50	\$24,999.50	\$103,000.00
NUNEZ CONSTRUCTION INC	\$109,976.00	\$36,659.00	\$146,635.00
BOFAM CONSTRUCTION CO, INC	\$141,300.00	\$136,500.00	\$277,800.00

Offers listed from the vendors herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

Opened by:

  
JASON CHONG

# **INVITATION FOR BIDS**

**Miramar Cultural Arts Banquet Hall Ceiling Tile Project**

**IFB No. 20-007**



**The City of Miramar Commission:**

**Mayor Wayne M. Messam  
Vice Mayor Maxwell B. Chambers  
Commissioner Winston F. Barnes  
Commissioner Alexandra P. Davis  
Commissioner Yvette Colbourne**

**Vernon E. Hargray, City Manager  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025**

**DATE ISSUED: April 16<sup>th</sup>, 2020**

**OPENING DATE: April 30<sup>th</sup>, 2020 AT 2:00 P.M. EST.**



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## **INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BID**

Each Bid submitted to The City of Miramar (hereinafter the "City") will have the following information clearly marked on the face of the envelope:

- a) Bidder's name and return address;
- b) Solicitation number;
- c) The Solicitation Opening Date & Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

All Bids must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. An unbound one-sided original and three (3) bound copies (**a total of four [4]**) of the complete Bid must be received by the deadline for receipt of Bid specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Bidder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Opening Date & Time, to:

**OFFICE OF THE CITY CLERK  
THE CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Bid responses submitted at the same time for different Invitation for Bids shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE  
OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

**April 30<sup>th</sup>, 2020 AT 2:00 P.M.**

**IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.**

**ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.**

Hand-carried Bids may be delivered to the above address only between the hours of 8:30AM and 5:00PM, Mondays through Thursdays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to provide the required goods, at the stated price.

# **SECTION 1**

## **GENERAL TERMS AND CONDITIONS**

### **1-1 DEFINITIONS**

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The terms "Bidder" or "Offeror" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The term CBE or SBE Firm is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE") which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that will result from this Invitation for Bids, which may be by way of the terms and conditions of the City's Purchase Order form, or otherwise, in the City's sole discretion.
7. The terms "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The terms "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.
9. The Terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City and amendments or change orders issued by Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City.
11. The term "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder who contract with the Successful Bidder to furnish labor, or labor and materials in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder.
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bid.

13. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.

## 1-2

### AVAILABILITY OF INVITATION FOR BID

Copies of this Solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service (USPS). Bidders are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder. DemandStar does **not** charge for registering for the City of Miramar **only**.

Bidders choosing to register with DemandStar may do so on-line at [www.demandstar.com](http://www.demandstar.com) or by requesting a faxed registration form from (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County or the City of Miramar, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: Solicitation number and title, the name of the Bidder's contact person, the Bidder's name, complete address to be mailed to, telephone number, and fax number.

Bidders who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders are solely responsible for those risks.

## 1-3

### CONE OF SILENCE

Bidders are hereby notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising, and until the City Commissioners approve an award, there is a prohibition on communication between Bidders (or anyone on their behalf) and the City Manager, the City's professional staff, or any member of the selection committee. This does not apply to oral communications at Pre-Bid conferences, oral presentations before selection committees, contract negotiations, public presentations made to the City Commissioners during any duly noticed public meeting, or communications in writing at any time with any member of the City Commission, or matters not concerning this Solicitation.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder shall render their Bid to be deemed non-responsive, and any award to Bidder voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department  
The City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
(954) 602-3053  
Fax: (954) 602-3483

1-4

## CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State and Federal Statutes.

b) Additional Information/Amendment

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven (7) working days prior to the Solicitation Opening Date & Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Opening Date & Time. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**", with their Bid.

c) Conflicts in this Solicitation.



Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, and then the General Terms and Conditions.

d) Prices Contained in this Solicitation

1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price for Bid evaluation purposes.

2) The Bidder may, at its option, include discounts for prompt payment on their invoices. If the Bidder fails to provide a discount for prompt payment, it's hereby understood and agreed that the payment terms will be NET THIRTY (30) DAYS, effective after receipt of invoice or final acceptance, whichever is later.

**1-5**

**PREPARATION AND SUBMISSION OF A BID**

a) Preparation/Submission.

1) The Bid Forms shall be used when submitting a Bid. Use of any other forms may result in the Bid being deemed "Non-Responsive."

2) The Bid shall either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and all corrections made by the Bidder shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Scope of Work.

3) Telegraphic or facsimile Bids shall not be considered.

4) The Bidder shall incorporate in its Bid price all costs related to this Solicitation

5) The apparent silence of the Scope of Work, and any amendment regarding any details, or the omission from the Scope of Work of a detailed description concerning any Goods or Services requested, shall be regarded and interpreted 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 the Scope of Work shall be made upon the basis of this Solicitation.

- b) Vendor Registration is **not** required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require the Bidder to complete a registration application with DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder. Bidders may register on-line at [www.demandstar.com](http://www.demandstar.com) or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

- c) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

- d) Sworn Statement on Public Entity Crimes.

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

All Bidders shall submit a signed and notarized statement with their Bid on the form entitled "**PUBLIC ENTITY CRIMES.**"

- e) Preference for CBE or SBE Firms and Local Bidders.

1) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.

2) Except where federal, state or county law mandates to the contrary, or as

otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.

- 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

f) Application Of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the bidder/proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

g) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City "Preference to Businesses with Drug-free Workplace Programs" as set forth in Section 2-460 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more proposals are equal with respect to price, quality, and Services. The drug-free workplace vendor has the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

h) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

i) Non-Collusion Declaration.

All Bidders shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such Work; or have in any manner, directly or indirectly, sought by any person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

l) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

m) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade which illegally increases or fixes prices.

n) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Bid, or at the time of occurrence of a conflict of interest thereafter.

o) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

p) Public Records Law

1. By acceptance of a Contract, the Successful Bidder shall comply with The Florida Public Records Act as follows:
  - i. Keep and maintain public records in the Successful Bidder's possession or control in connection with the Successful Bidder's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.
  - ii. Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.
  - iv. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Successful Bidder shall be delivered by the Successful Bidder to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Successful Bidder shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Successful Bidder shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  - v. The Successful Bidder's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [daqibbs@miramarfl.gov](mailto:daqibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

2. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due

to the Successful Bidder shall be withheld until all documents are received as provided herein.

q) Scrutinized Companies

1. By acceptance of a Contract, Successful Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful Bidder or its subcontractors are found to have submitted a false certification; or if the Successful Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Successful Bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful Bidder, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Bidder, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Successful Bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**1-6**

**MODIFICATION OR WITHDRAWAL OF A BID**

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Solicitation Opening Date & Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Opening Date & Time.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Opening Date & Time. A Bid may also be withdrawn after

180 calendar days after the Solicitation Opening Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

#### **1-7**

### **LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Bids received after the Solicitation Opening Date & Time shall be deemed non-responsive, and shall not be opened or considered. Modifications of Bids received after the Solicitation Opening Date & Time shall also not be considered. Withdrawals of Bids received after the Solicitation Opening Date & Time or prior to the expiration of 180 calendar days after the Solicitation Opening Date & Time shall not be considered.

#### **1-8**

### **SOLICITATION POSTPONEMENT OR CANCELLATION**

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

#### **1-9**

### **COSTS OF BIDS**

All expenses involved with the preparation and submission of Bids to the City, or any Work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by a contract duly approved by the Commissioners of the City.

#### **1-10**

### **EXCEPTIONS TO THE SOLICITATION**

Bidders may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid non-responsive. **BIDDERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidders are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

## **1-11**

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". Any person wishing to view the Bids must make an appointment by calling the Procurement Department of the City, at (954) 602-3053.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

## **1-12**

### **EVALUATION OF BIDS**

a) Rejection of Bid.

1) The City may reject any Bidder's Bid and award to the next lowest, responsive, responsible Bidder;

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if prices are not fair and reasonable, as determined by the City, and/or exceed the City's estimated budget for this Solicitation;

or

If the Bidder does not accept or attempt to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency



1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

e) Copy of Abstract of Bids.

The Bidder who desires to receive a copy of the Abstract of Bids (i.e., Bid Tabulation Sheet), a copy will be made available through [www.DemandStar.com](http://www.DemandStar.com). A copy may be requested in person from the Procurement Department, at 2300 Civic Center Place, Miramar, FL 33025. Bid results will not be given out by telephone or facsimile.

## 1-13

### **METHOD OF AWARD; CONTRACT**

a) The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meet the minimum qualifications and whose Bid will be most advantageous to the City.

b) The award of a bid may be preconditioned on the subsequent submission of other documents, as specified in the Special Conditions or Specifications. The Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City, may award any bid to the next lowest, responsive, responsible Bidder.

c) Independent Contractor.

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractors of the Successful Bidder shall be considered to be, at all times, the sole employees or contractors of the

Successful Bidder under its sole discretion and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Bidder enjoy any privity of contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and contractors. The City may require the Successful Bidder to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

d) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

e) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the lowest, responsive, responsible Bidder meeting specifications.

## 1-14

### RIGHT OF APPEAL

a) After a notice of intent to award a bid is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the bid or any element of the process leading to the award of the bid may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Chief Procurement Officer.

b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

<b>Contract Award</b>	<b>Amount Filing Fee</b>
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

## 1-15

### **BIDDER AND RESULTING CONTRACTOR OBLIGATIONS**

a) Rules, Regulations, Licensing, and Other Requirements

The Bidder shall comply with all laws and regulations applicable to the goods and/or services contained in this Solicitation. The Bidder is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the goods and/or services offered.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

## 1-16

### **REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

All bids related to purchase of supplies, materials or services, including professional services which involve the expenditure of \$25,000 or more, shall require that the Bidder submit with its Bid a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidders shall submit the completed Bid form entitled “**BIDDER’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**” with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

## **SECTION 2 SPECIFIC TERMS AND CONDITIONS**

### **2-1**

#### **PURPOSE: THE PURCHASE OF GOODS AND ASSOCIATED SERVICES**

The City of Miramar is soliciting quotes from a qualified General Contractor to furnish and deliver all materials, equipment and labor for the removal of existing spline ceiling tiles in the Miramar Cultural Arts Center Banquet Hall (2200 Civic Place, Miramar, FL 33025) and install new acoustic ceiling tiles with grid.

The City is herein requesting Bids from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Bidder", to provide the Goods and Associated Services described herein for the City.

Goods furnished under this solicitation shall be new and free from defects and packaged commercially for shipment and delivery.

### **2-2**

**METHOD OF AWARD: See Section 1-13 above.**

### **2-3**

#### **METHOD OF PAYMENT: PERIODIC INVOICES FOR PERIODIC PURCHASES**

The Successful Bidder(s) shall submit fully documented invoices within thirty (30) calendar days after the goods have been delivered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of goods delivered, the dates or period that the goods were delivered within the prior thirty (30) days.

### **2-4**

#### **SITE VISIT**

A **MANDATORY** Site Visit will be held between 12:00pm and 2:00 p.m. on April 22<sup>nd</sup>, 2020 **by Appointments only. Call Jason Chong to schedule your appointment by Thursday, April 23, 2020.**

#### **Site Visit**

City of Miramar Cultural Arts Center  
2200 Civic Center Place  
Miramar, FL 33025

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below) by 5:00 p.m. April 27<sup>th</sup>, 2020.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Attn. Jason Chong  
(954) 602-3192  
Fax: (954) 602-3589  
[jdchong@miramarfl.gov](mailto:jdchong@miramarfl.gov)

## **2-5**

### **ACCEPTANCE OF GOODS BY THE CITY**

The goods shall be maintained and delivered to the City in excellent condition. If the City deems that a product does not meet specifications, it will be returned to the Successful Bidder in exchange for suitable merchandise or for full credit at no additional cost to the City.

An authorized representative of the City will inspect the delivered goods. This inspection shall be performed to determine acceptance of goods, appropriate invoicing and warranty conditions.

## **2-6**

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

a) The Bidder shall supply a copy of the manufacturer's written standard warranty certificates for each item with its Bid. The warranty supplied by the manufacturer shall begin on the date of acceptance of the goods or services by the City and shall remain in full force for the full period identified by the manufacturer, regardless of whether the Bidder 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 Bidder does not constitute a waiver of these warranty provisions.

b) The Bidder shall be responsible for ensuring that the manufacturer promptly corrects any deficiency, at no cost to the City, within fifteen (15) calendar days after the City notifies the Bidder of such deficiencies in writing. If the Bidder fails to honor the manufacturer's warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual remedies if the corrections or replacements are not completed to the satisfaction of the City with five (5) calendar days of receipt of notice. If the Bidder fails to satisfy the manufacturer's warranty within the period specified in the notice, the City may:

- 1) Place the Bidder in default of its contract; and/or
- 2) Procure the goods or services from another vendor and charge the Bidder for any re-procurement costs that are incurred by the City for the

new goods, either through an offset from any unpaid invoices, or through invoices.

## **2-7 INSURANCE**

The Successful Bidder agrees that he or she will, in the delivery of goods and services under this bid, comply with all Federal, State and Local laws and regulations now in effect or hereinafter enacted that are applicable to the Successful Bidder, its employees, agents or subcontractor, sub-consultants, if any, respect to the bid described herein.

The Successful Bidder shall obtain, at Successful Bidder's expense, all necessary insurance in such form and amount as required by the City's Risk Manager before delivering the goods and services under the bid including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, and all other insurance required by law. The Successful Bidder shall maintain such Insurance in full force and effect for one year after delivery of the goods and services. The Successful Bidder shall provide to the City's Risk Manager Certificates of all insurances required under this section prior to delivery of any goods and services related to this bid.

The Successful Bidder shall maintain in full force and effect for delivery and for one year from delivery of the goods and services Workers' Compensation insurance covering all employees in performance of work under the bid and Contract. The Successful Proposer shall make this same requirement of any of its Subcontractors and Subconsultants.

The Successful Bidder shall indemnify and save the City harmless from any damage resulting for failure of either the Successful Bidder or any of its Subcontractors and/or Subconsultant to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Successful Bidder agrees to maintain during delivery and for one year from the delivery of the goods and services.

GENERAL LIABILITY	PER OCCURRENCE	AGGREGATE
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Explosion and Collapse		
Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Independent Contractors		
Cross Liability and Severability of Interest Clause		0.
AUTOMOBILE LIABILITY	PER PERSON	PER OCCURRENCE
Comprehensive	\$500,000	\$1,000,000
Owned		
Hired		

Non-Owned

**WORKERS' COMPENSATION**  
Statutory Amount

Neither the Successful Bidder nor any of its Subcontractors and/or Subconsultants shall commence delivery of goods and services under the bid or Contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

The City of Miramar shall approve such certificates.

**ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida.

All policies shall be Occurrence not Claims Made forms (except for professional liability).

The Successful Bidder's liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured (except for professional liability). The Successful Bidder's liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Bidder shall be responsible for all deductibles and self-insured retention's on Successful Bidder's liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

**2-8**

**ORDERS SHALL BE PLACED THROUGH A PURCHASE ORDER**

The Successful Bidder shall not ship any goods until a Purchase Order has been received from the City's Procurement Department, provided however, that such notification shall be superseded by any emergency deliveries that may be specified herein. Any order resulting from this Solicitation will be subject to the standard terms and conditions on the reverse side of the Purchase Order (see Section 5, Sample Purchase Order Terms and Conditions, pages 45-46).

**2-9**

**SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)**

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

**2-10**

**TOXIC AND NONTXIC SUBSTANCES**

a) The Federal “Right to Know” Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida “Right to Know” Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar  
Fire Rescue Department  
Attn: Fire Prevention  
14801 SW 27th Street  
Miramar, FL 33027

b) All Bidders must submit with their Bid a list of all chemical products that may be included with their shipments. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

c) Hazardous Materials are those materials, chemicals or substances which are flammable, or which may self-react or react with other materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials as classified in Section 5240, Division whether the materials are in usable or waste condition.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center  
2551 Executive Center Circle West  
Tallahassee, Florida 32501-5014

## **2-11**

### **POINT OF CONTACT**

For any additional information regarding the specifications and requirements of this Solicitation, contact Jason Chong at 954-602-3192 or [jdchong@miramarfl.gov](mailto:jdchong@miramarfl.gov)



**2-12****TAXPAYER IDENTIFICATION NUMBER**

The Successful Bidder shall provide the City with its Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

**2-13****CONTRACTOR MINIMUM QUALIFICATIONS**

- a.) The Successful Bidder **shall** submit proof of the following minimum qualifications with its Bid:
1. At the time of Bid opening, and throughout the term of any Agreement awarded under this Solicitation document, the Successful Bidder shall be fully qualified and licensed to perform the Scope of Work described herein.
  2. The Successful Bidder shall be an established Licensed State of Florida general Contractor engaged in general contracting for a minimum of three consecutive years.
  3. The Successful Bidder shall submit three projects in Florida comparable in size and complexity to this Project that has been completed within the last five years that will qualify the Bidder to perform the Services requested in this Solicitation.

## **SECTION 3 SPECIFICATIONS**

### **3-1 SCOPE OF WORK**

The City of Miramar (the "City") is soliciting bids from a qualified contractor to furnish all labor, materials, tools, equipment, machinery, incidentals and service necessary for the complete removal and replacement of the suspension grid and ceiling tiles at the Miramar Cultural Arts Center Banquet Hall.

**Inclusions:** All interior grid and ceiling tiles located in the City of Miramar Cultural Arts Center Banquet Hall.

### **PREP WORK**

- The contractor will be required to demo and prep ceiling area for new ceiling tiles and grid installation.

### **INSTALLATION**

- Furnish new Armstrong Ultima 1911 ceiling tiles
- Furnish new ceiling tile grid
- Install new Armstrong Ultima 1911 ceiling tiles and ceiling grid
- Paint all damaged wall areas that occurred during construction
- Clean up daily and remove all debris offsite

### **NOTES**

- Vendor will furnish all labor, materials, permits cost (as required), and insurance necessary for the completion of this project.
- This successful bidder will be required to manage this project in phases in coordination with the City's selected audio and visual vendor assigned to assist with this project.
- Air scrubbers must be used during construction.
- All garbage pertaining to this project's scope of work must be placed in construction bags and dumped offsite.
- Any electrical damaged that occurs during this project by vendor must be repaired at the vendor expense.

### **3-2 CONTRACTOR RESPONSIBILITIES**

- a) The Contractor shall supply all necessary labor and equipment for the total completion of the Work as described in the solicitation and in accordance with the manufacturers' guidelines and recommendations for the product specified. The Contractor will be responsible for planning all the work, with the assistance of the Project Manager.

- b) The Contractor shall work with the City's representative to arrange for all automobiles, equipment, and other vehicles to be removed from the work area and adjacent areas to safeguard against possible damage.
- c) All work shall be performed in a workman like manner by skilled laborers and shall be carried out in such a way as to minimize any inconvenience to the employees or visitors to the Cultural Arts Center or Town Center area. The Contractor shall maintain a full work force from the start to the completion of the project, providing a qualified foreman on the jobsite always. The contractor shall ensure that such personnel shall be fully and properly clothed in identifiable safety gear and have proper identification while working on the premises or entering any part of the work area.
- d) The Contractor shall arrange with the City's representative for working space, space for material storage, and proper access to the areas where the work is to be performed.
- e) There will be no regular access to the building after the City of Miramar office hours. Contractor shall co-ordinate in advance with the Project Manager for access to restricted areas after hours.
- f) Contractor shall be responsible to remove or protect loose objects in the work area that are not included in this scope of work. If such items cannot be removed, the Contractor shall exercise due diligence to protect any such items and will contact the City's representative to advise them of such.

### **3-3 CITY'S RESPONSIBILITIES:**

- a) The City of Miramar shall provide proper water and electric service for the preparation of materials and equipment provided by Contractor, necessary to complete the work.
- b) The City of Miramar shall be responsible for providing proper parking space for vehicles, and equipment as necessary to complete all work.
- c) Whenever possible in the event it becomes necessary to enter the facility the City's representative shall be present for access and be in attendance for building entry.

### **3-4 SAFETY and CONVENIENCE:**

The Contractor shall rope off and erect warning signs in areas where overspray, dripping or any chance of damage or injury could occur. The Contractor shall be responsible for job safety administration, (including tools, equipment, and work methods), and must follow applicable OSHA safety regulations.

### **3-5 TIME FOR COMPLETION:**

The Contractor shall commence Work upon written notification by the Project Manager. The Work shall be carried on regularly and without interruption, and the Respondent/Contractor shall complete all Work, including all restoration, no later than 30 calendar days after the commencement date.

**\*\*\*End of Scope\*\*\***

**SECTION 4  
SAMPLE AGREEMENT**

**(CITY OF MIRAMAR PURCHASE ORDER TO BE UTILIZED)**

## **SECTION 5**

### **SAMPLE PURCHASE ORDER TERMS AND CONDITIONS:**

The following Terms and Conditions are applicable to this order entered into by and between City of Miramar (referred to as the "City") and Vendor (referred to as the "Seller")

#### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Chief Procurement Officer constitute the complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Chief Procurement Officer.

#### CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

#### EXCUSABLE DELAYS

The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

#### DEFAULT

In the event of default by the Seller, City may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

#### TERMINATION

City, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess costs of re-procurement.

#### F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

#### TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

#### INVOICING

Seller must render original invoice to the City of Miramar: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025-6577.

#### TAX

The City of Miramar is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

#### RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Miramar order, issued by the Procurement Division.

#### ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the City within (10) calendar days after date of the order.

#### REPRESENTATIVE

All parties to this order agree that the representatives named herein possess full and complete authority to bind the parties.

#### DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

#### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

#### QUANTITIES

Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

# **SAMPLE PURCHASE ORDER TERMS AND CONDITIONS (CONTD)**

## **PAYMENT CHANGES**

Payments shall be made only to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

## **ANTI-DISCRIMINATION**

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

## **UNIFORM COMMERCIAL CODE**

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

## **LEGAL RESPONSIBILITY**

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

## **LIABILITY-COPYRIGHT/PATENT/TRADEMARK**

Seller shall save and hold harmless City, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this order.

## **INDEMNIFICATION**

Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **OCCUPATIONAL SAFETY AND HEALTH**

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet. (M.S.D.S.)

## **PUBLICITY**

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature, advertising, or for any other purpose.

## **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Miramar Risk Manager.

## **COMPLIANCE WITH LAWS**

Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this order or the performance of work hereunder.

## **CONSENT TO JURISDICTION**

Venue of any action to enforce this order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

## **WARRANTY**

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within 15 calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

**SECTION 6**  
**BID COVER SHEET**  
**Miramar's Cultural Arts Banquet Hall Ceiling Tile Replacement Project**  
**- IFB 20-007**

<b>BIDDER'S NAME</b> (Name of firm, entity, or organization):	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	
<b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b>	
Name: _____	Title: _____
<b>MAILING ADDRESS:</b>	
Street Address: _____	
City, State, Zip: _____	
<b>TELEPHONE:</b>	<b>FAX:</b>
( _____ ) _____	( _____ ) _____
<b>BIDDER'S ORGANIZATION STRUCTURE:</b>	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____	
<b>IF CORPORATION:</b>	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
<b>BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>	
<b>LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:</b>	
<b>BIDDER'S AUTHORIZED SIGNATURE:</b>	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
 MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 7 BID SHEET

Total lump sum cost to furnish all labor, materials, equipment and incidentals for the Miramar Cultural Arts Banquet Hall grid and ceiling tile replacement, as specified herein.

\$ \_\_\_\_\_

Taxpayer Identification Number (TIN) \_\_\_\_\_

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
SHALL DEEM YOUR BID NON-RESPONSIVE**



## SECTION 8 ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 9 BIDDER REFERENCES FORM

Please list five Government contract references:

1) Agency Name : \_\_\_\_\_

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

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

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2) Agency Name : \_\_\_\_\_

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

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

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

3) Agency Name : \_\_\_\_\_

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

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

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

4) Agency Name : \_\_\_\_\_

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

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

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

5) Agency Name : \_\_\_\_\_

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

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

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 10 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed as "Non-Responsive."

(1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years

(2) State of Florida occupational license type and number: \_\_\_\_\_

(3) County (state county) occupational license type and number: \_\_\_\_\_

(4) City of Miramar occupational license type and number: \_\_\_\_\_

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY  
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF  
MIRAMAR)

### **BIDDERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL**

(5) Describe experience providing these products and services for similar (government) organizations:

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(6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

\_\_\_\_\_ yes \_\_\_\_\_ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)**

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 11

### BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary.) The City of Miramar strongly encourages the participation of Local (based in Miramar), Minority, Women-owned, and Small Disadvantaged businesses. Please specify the category for each Subcontractor, SubConsultant, or Supplier.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

African-American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian-Indian American \_\_\_\_\_

Asian-Pacific American \_\_\_\_\_ Native American \_\_\_\_\_

Any Woman not included among the aforementioned categories \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

African-American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian-Indian American \_\_\_\_\_

Asian-Pacific American \_\_\_\_\_ Native American \_\_\_\_\_

Any Woman not included among the aforementioned categories \_\_\_\_\_

**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS  
(CONTINUED)**

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

African-American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian-Indian American \_\_\_\_\_

Asian-Pacific American \_\_\_\_\_ Native American \_\_\_\_\_

Any Woman not included among the aforementioned categories \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

African-American \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian-Indian American \_\_\_\_\_

Asian-Pacific American \_\_\_\_\_ Native American \_\_\_\_\_

Any Woman not included among the aforementioned categories \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12**  
**DRUG-FREE WORKPLACE AFFIDAVIT**  
**FLORIDA STATE STATUTE 287.087**

**Identical Tie Bids:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
  - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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

---

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 13  
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        }  
                                      }  
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:\_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires:\_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 14 NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

c) Such Bid is genuine and is not collusive or a sham Bid;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## NON-COLLUSIVE AFFIDAVIT (CONTINUED)

### ACKNOWLEDGMENT

State of \_\_\_\_\_ )

) ss.

County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public State of Florida at Large

## SECTION 15 NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 16 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those Services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any Services that are labor intensive and not a construction related or professional Service.
- ☐ **COMMODITIES** - Includes all tangible personal property Services including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A **CBE or SBE Firm** as defined in **SECTION 1, GENERAL TERMS AND CONDITIONS; EVALUATION OF RESPONSES, 1.1 DEFINITIONS**. (Please attach copy of Broward County Office of Economic Development and Small Business Development certification to this form).

**Business is claiming local Business Preference\_\_\_\_(choose below as applicable)**

- ☐ Business is domiciled within the City of Miramar City limits, complies with all City of Miramar licensing requirements and is current on all taxes.
- ☐ A **Business Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

# SECTION 17

<b>Form W-9</b> (Rev. January 2003) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name _____	
	Business name, if different from above _____	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____ List account number(s) here (optional) _____	
Requester's name and address (optional) City of Miramar 2300 Civic Center Place Miramar, FL 33025		

<b>Part I Taxpayer Identification Number (TIN)</b>  Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.  <i>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> </table>	Social security number																		or									Employer identification number																	
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<b>Part II Certification</b>  Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).  Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)	
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<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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<b>Purpose of Form</b>  A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.  <b>U.S. person.</b> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee.  <i>Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</i>  <b>Foreign person.</b> If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).	<b>Nonresident alien who becomes a resident alien.</b> Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.  If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items: 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien. 2. The treaty article addressing the income. 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions. 4. The type and amount of income that qualifies for the exemption from tax. 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.
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