



## INVITATION FOR BID

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# Recyclable Waste Processing Services IFB No. 50-12-13

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### PRE-SOLICITATION CONFERENCE

THURSDAY, OCTOBER 24, 2013 AT 10:00AM

### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

TUESDAY, NOVEMBER 5, 2013 AT 12:00PM

### RESPONSE SUBMISSION DATE AND TIME

TUESDAY, NOVEMBER 19, 2013 AT 3:00 PM (LOCAL TIME)

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AT

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

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

Copies of this IFB Document may be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **No. 50-12-13**

Contact Person: Patrick Dulcio, Purchasing Agent  
Email: [pdulcio@northmiamifl.gov](mailto:pdulcio@northmiamifl.gov) | Phone: (305) 895-9886 | Fax: (305) 895-1015



The City of North Miami, Florida, hereinafter referred to as “City”, is hereby soliciting **Invitation for Bids (“IFB” or “Solicitation”)** from qualified and experienced Recyclable Waste Processing Firms ("Firms") to provide processing services of recyclable waste for residents within the City.

Please submit one (1) original bound Bid, three (3) complete copies of the original Bid and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Bids will be opened and read. Bids received after said date and time will not be considered and no time extensions will be permitted. Address your Bid to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Bids:

**Recyclable Waste Processing Services  
RFP No. 50-12-13**

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

Event	Date	Time
Advertisement Date:	Tues October 15, 2013	
Pre-Solicitation Conference:	Thurs October 24, 2013	10:00am
Last Date for Receipt of Written Questions:	Tues November 05, 2013	12:00pm
Opening of Solicitation:	Tues November 19, 2013	3:00pm
Evaluation of Responses:	To Be Determined	
City Council Contract Approval Date:	To Be Determined	

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

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of \$25.00 from the Purchasing Department.

**PRE-SOLICITATION CONFERENCE (NON-MANDATORY)**

A **Non - MANDATORY** Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at North Miami City Hall 776 N.E. 125<sup>th</sup> Street North Miami, FL 33161, City Council Chambers to discuss the special conditions and specifications included within this Solicitation. Firms are requested to bring this Solicitation document to the conference, as additional copies will not be available.

**ACCEPTANCE AND REJECTIONS**

The City reserves the right to reject any or all Bids, with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City.

Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with the City as completely specified in General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

*Patrick Dulcio*

Patrick Dulcio,  
Purchasing Agent

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	Appendix B Submittal Checklist
	Appendix C Problem Recyclable Revenue Form

All of our contract forms are fill-in able and can be found on our website at:  
<http://www.northmiamifl.gov/business/purchasing/forms.asp>.

A-1	Public Entity Crimes Affidavit
A-2	Non-Collusive Bid Certificate
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## **SECTION 1.0 SCOPE OF SERVICES**

### **1.1 INTRODUCTION**

The City of North Miami (“City”) has issued this Invitation for Bid (“IFB” or “Solicitation”) to solicit competitive bids for Recyclable Waste Processing Services. The Awarded Bidder shall pay the City monthly for each ton of inbound Program Recyclables delivered to the Designated Recycling Facility, as determined by the Designated Recycling Facility’s scales. The payment per ton shall be calculated as follows throughout this section and as in the Bid Schedule for Recyclables Processing.

### **1.2 MINIMUM QUALIFICATION**

To be eligible to respond to this Solicitation, the Bidder must demonstrate that it, or its Sub-Contractor(s) have sufficient capacity, resources and experience to provide the services under this Solicitation. Any Bidder that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored:

- 1.2.1 At a minimum, the Bidder shall be licensed to do business in the State of Florida. Firms must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission;
- 1.2.2 To be determined responsive, Firms must be licensed, bonded and insured as required by the State of Florida;
- 1.2.3 At a minimum, Bidder or its key personnel must have at least five (5) years experience in providing Recyclables Processing services in similar-sized or larger communities. (Provide Documentation)
- 1.2.4 **Designated Processing Facility:** Bidder shall identify the processing facility at which it would process the City’s Program Recyclables for the term of the Contract. Such facility must be operational at the time of bid submittal. The City reserves the right to conduct a site visit prior to contract award.  
  
Such facility must be properly permitted/licensed and have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc. (Provide Documentation)
- 1.2.5 **Alternate Processing Facility:** Bidder shall identify a processing facility it will utilize if the Designated Processing Facility is not operational due to a natural disaster.
- 1.2.6 Bidder must provide at least three (3) references of customers to which it has provided recyclables processing services. If available, such references should be representatives of Florida jurisdictions to which the Bidder is currently providing, or has provided, services within the last five (5) years.

### **1.3 DESIGNATED FACILITIES**

- 1.3.1 Contractor shall utilize the Designated Recycling Facility and Designated Processing Facility as specified on its Bidder Response Form for Recyclables Processing.
- 1.3.2 The Designated Recycling Facility and Designated Processing Facility may be changed only with prior written approval by the Contract Administrator.
- 1.3.3 The Contractor shall be fully responsible for all aspects of the management, operations, and maintenance of the Designated Recycling Facility and Designated Processing Facility.
- 1.3.4 The Contractor shall ensure that the Designated Recycling Facility and Designated Processing Facility are operated at all times in full compliance with all applicable local, State and Federal laws, regulations, permits and similar requirements.
- 1.3.5 The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Recycling Facility and Designated Processing Facility. Operating practices shall include, but not be limited to, the receipt, separation, processing, loading, storage, and transport of Recyclable Materials and Recovered Materials. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard.

### **1.4 MATERIALS ACCEPTANCE**

- 1.4.1 Beginning on the Commencement Date, the City shall direct the City's Contract Hauler to deliver all Program Recyclables to the Designated Recycling Facility during the scheduled receiving hours specified herein. Program Recyclables will be delivered Single Stream. The City makes no assurances or guarantees regarding the quantity of Program Recyclables that will be delivered to the Designated Recycling Facility.
- 1.4.2 Beginning on the Commencement Date, the Contractor shall accept deliveries of Program Recyclables at the Designated Recycling Facility between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and 6:00 a.m. and 4:00 p.m. on Saturday or other hours, approved in writing, by the Contract Administrator. The Designated Recycling Facility may be closed on Holidays. No reduction in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- 1.4.3 The City reserves the right to designate or remove other Recyclable Materials as Program Recyclables if the contracting parties agree it is technically feasible.

- 1.4.4 The Designated Recycling Facility shall be operated to facilitate delivery vehicle access during operations. The daily average delivery vehicle turnaround time from arrival at the facility site to exit from the facility site shall not exceed twenty (20) minutes. Delays caused by equipment failure not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation. The Contractor will provide the City with access to its records to verify vehicle turnaround time within twenty-four (24) hours' notice.
- 1.4.5 The Designated Recycling Facility shall be equipped with adequately-sized legal-for-trade truck scales and computerized recordkeeping systems for weighing and recording all incoming Program Recyclables delivery vehicles. Such scales shall be permitted and in compliance with Section 531.60, Florida Statutes. Contractor shall calibrate and certify scales no less frequently than annually.
- 1.4.6 The Contractor shall weigh all trucks transporting Program Recyclables that enter the Designated Recycling Facility, record such weights separate from all other materials, and generate reports of incoming Program Recyclables as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to do so, all tare weights must be recalibrated at least every sixty (60) calendar days.
- 1.4.7 If Hazardous Waste is found within a load of Program Recyclables delivered by the City or its agents to the Designated Receiving Facility, the Contractor shall immediately notify the Contract Administrator and note the incident by taking a photograph of the Hazardous Waste and the truck, including the truck number, that delivered the waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Hazardous Waste in such Hazardous Waste shall be borne by the City, provided that the Contractor has adequately documented that such waste was delivered by or on behalf of the City.
- 1.4.8 In the event the Contractor fails, refuses, or is unable to accept Program Recyclables on the Commencement Date or thereafter during the term of the Contract, the Contractor will be liable for all hauling, processing, transportation, disposal charges and any other related costs that may be incurred by the City with respect to recycling and marketing such materials.

## **1.5 TRANSPORT, PROCESSING, MARKETING, AND DISPOSAL**

- 1.5.1 Upon acceptance of Program Recyclables at the Designated Recycling Facility, the Contractor shall bear all costs associated with processing or transporting Program Recyclables and marketing and transporting Recovered Materials. The Contractor is responsible for all costs of transporting and disposing of non-recyclable materials, including Rejects and Residue, resulting from the processing of Program Recyclables.

1.5.2 Unless the Contractor has prior permission from the City, the Contractor shall not dispose of and/or landfill any Program Recyclables or Recovered Materials resulting from the processing of Program Recyclables. The Contractor shall not knowingly, or without reasonable assumption, sell Program Recyclables or Recovered Materials resulting from processing of Program Recyclables to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue.

## **1.6 RECORD KEEPING**

1.6.1 The Contractor shall create, maintain, and make available records as defined herein; as required by all applicable local, State, and Federal laws, rules and regulations; or as are reasonably necessary to document and track the performance of work pursuant to this Contract.

1.6.2 The Contractor shall maintain records of the amounts of Program Recyclables received at the Designated Recycling Facility. Such records shall be kept separate and apart from all other records maintained by the Contractor.

1.6.3 The Contractor shall maintain such records in accordance with generally accepted management principles and practices. The City shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and Contractor acknowledges that such laws have possible application and agrees to comply with all such laws.

1.6.4 The Contractor will maintain and allow access to books, records, data, documents, and reports relating to this Contract for five (5) years following the conclusion or termination of this Contract.

## **1.7 REPORTING**

1.7.1 Prior to the fifteenth (15th) calendar day of each month during the term of this Contract, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the Contract Administrator. The report shall provide the total tonnage of Program Recyclables received at the Designated Recycling Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, and quantity.

1.7.2 Within thirty (30) days of the end of each Contract Year, the Contractor shall provide the Contract Administrator with a report summarizing the total tons of Program Recyclable delivered to the Designated Facility during the Contract Year and the net tonnage diverted from disposal. Additionally, the Contractor shall submit a copy of the annual report

submitted to FDEP summarizing Recyclable Materials deliveries by type, quantity, and source.

- 1.7.3 At least thirty (30) days prior to the end of each Contract year, the Contractor shall ensure and certify to the City that all required documents are current and on file with the City. Such documents include, but are not limited to, certificates of insurance and performance bond.

## **1.8 PUBLIC EDUCATION AND INFORMATION**

- 1.8.1 The Contractor shall, at no cost to the City, provide an educational presentation and educational materials for distribution at up to two (2) events per Contract year as requested by the City on recycling.
- 1.8.2 The Contractor shall, at no cost to the City, provide tours of the Designated Recycling Facility upon at least seven (7) calendar days' notice by the City. The Contractor shall provide personnel (trilingual upon request) to lead the tour and all necessary personal safety equipment. Designated areas for tour-group participants to safely observe the operations of the facility will be jointly agreed to by both the City and the Contractor prior to conducting any tours.

## **1.9 PROGRAM RECYCLABLES REVENUE**

- 1.9.1 The Contractor shall pay the City monthly for each ton of inbound Program Recyclables delivered to the Designated Recycling Facility, as determined by the Designated Recycling Facility's scales. The Average Market Value ("AMV") will be reflected in the Program Recyclable Revenue Form (Appendix C). The payment per ton shall be calculated as follows and as in the Bidder Response Form for Recyclables Processing:
  - (a.) Each month, the Contractor shall calculate the Average Market Value (AMV) of the Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. Dollars per ton) first posted in the month for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the Bidder Response Form for Recyclables Processing. If at any time during the term of this Agreement RecyclingMarkets.net no longer posts or otherwise fails to provide the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.
  - (b.) The Contractor shall pay the City a percentage, as provided in Program Recyclable Revenue Form (Appendix C), of the remaining amount, for each ton of inbound Program Recyclables delivered to the Designated Facility during that month.

1.9.2 The City or Contractor may conduct a composition study of Program Recyclables delivered to the Designated Recycling Facility. The party requesting such study shall pay for the study unless otherwise agreed upon. The final methodology and selection of a qualified entity to conduct the study must be approved by the City. The City reserves the right to have a representative onsite throughout the recycling composition study. Study results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition percentages provided in Bidder Response Form for Recyclables Processing shall be made and shall become effective for the following month and the remainder of the Contract, or until further adjusted in a future composition study.

1.9.3 The Contractor acknowledges and accepts that the formula outlined in the Program Recyclables Revenue section shall be used for calculating revenue throughout the term of the Contract. It is intended to reflect the current value of Program Recyclables, but might not be an exact calculation of that value. If the commodity revenue received by the Contractor differs from the market index or the Contractor's Fee does not accurately reflect the Contractor's cost for accepting, processing, and marketing Program Recyclables, the Contractor shall have taken such items into consideration when bidding the percentage of the AMV less the Contractor's Fee that it will pay to the City. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Contractor.

**1.10 INVOICING AND PAYMENT**

1.10.1 No later than the fifteenth (15th) day of each month, the Contractor shall submit a monthly report, in a form acceptable to the City, detailing the total revenue due to the City for the Program Recyclables delivered to the Designated Recycling Facility during the previous month.

1.10.2 The Contractor shall remit payment of said revenue, as detailed in the monthly report, within thirty (30) calendar days from the end of the month for which the payment is due.

**1.11 SOLICITATION TIMETABLE**

The following Projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of this Solicitation process.

Event	Date	Time
Advertisement Date:	Tues October 15, 2013	
Pre-Solicitation Conference:	Thurs October 24, 2013	10:00am
Last Date for Receipt of Written Questions:	Tues November 05, 2013	12:00pm
Opening of Solicitation:	Tues November 19, 2013	3:00pm
Evaluation of Responses:	To Be Determined	
City Council Contract Approval Date:	To Be Determined	

### **1.12 PRE-SOLICITATION CONFERENCE – NON-MANDATORY**

A **Non - MANDATORY** Pre-Solicitation Conference (“Conference”) meeting will be held on the date and time specified in the Solicitation Timetable section. The conference will be held at North Miami City Hall 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161; 2<sup>nd</sup> floor in the City Council Chambers to discuss the special conditions and specifications included within this Solicitation. Bidders must attend this meeting to obtain information relative to this Solicitation. Attendees are required to sign-in and provide the requested information at the time of sign-in. Attendees are requested to bring the Solicitation document(s) to the conference, as additional copies will not be available.

### **1.13 SOLICITATION CLARIFICATION AND INQUIRIES**

Any questions or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile or email to the Purchasing Department, 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161, Fax: (305) 891-1015. Direct any inquiries related to this Solicitation to Patrick Dulcio, Purchasing Agent and submit such questions in writing to [pdulcio@northmiamifl.gov](mailto:pdulcio@northmiamifl.gov). Bidder(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all Bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

**Addendum(s) will be made available on the City’s webpage and it is the Bidder’s sole responsibility to assure receipt of all addenda(s).**

**END OF SECTION 1.0**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this Solicitation is to solicit qualifications and selection of a Firm(s) to provide products and/or services requested throughout this Solicitation. This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Firm may be selected.

The City further seeks a Firm that is a willing participant in the City's goal to develop subcontracting and employment opportunities to local businesses and residents as defined by Section 7-151 of the City Code.

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

### **2.2 METHOD OF AWARD**

The responsive and responsible Bidder with the highest recycling revenue will be recommended for award of a Recyclables Processing Contract. Selection of a Bid shall be in accordance with this Solicitation and the City's Purchasing Procedure. The City reserves the right to cancel this Solicitation or to reject any or all Bids in whole or in part when it is in the best interest of the City.

Bids will be evaluated to identify responsive and responsible Bidders. The City reserves the right to make additional inquiries, request additional information, obtain credit reports, and/or contact other local governments that have contracted with the Bidder. Firms and individuals who do not provide the information requested shall be disqualified from further consideration.

### **2.3 INSURANCE**

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

#### **2.3.1 COMMERCIAL GENERAL LIABILITY**

With project dedicated limits of **\$1 Million** per occurrence and **\$1 Million** aggregate for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of project.

#### **2.3.2 COMMERCIAL AUTOMOBILE LIABILITY**

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

### **2.3.3 WORKER'S COMPENSATION**

As required by the State of Florida with Statutory limits, and Employer's Liability with a minimum limit of one million (\$1,000,000) per accident for bodily injury or disease.

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

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

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful Bidder(s) must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

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

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

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

**The Awarded Bidder(s) must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.**

**2.4 BID/PERFORMANCE/PAYMENT BOND**

Internally Omitted

**2.5 LIQUIDATED DAMAGES**

The City may assess liquidated damages against the Awarded Bidder for failing to provide recyclables processing services in compliance with requirements of this Solicitation. It is hereby agreed that the City may deduct from any monies due, or which may become due to the Contractor, liquidated damages, and not as a penalty, in the following amounts:

- |       |   |                             |
|-------|---|-----------------------------|
| 2.5.1 | Failure to accept Recyclable Materials during scheduled receiving hours (Section 1.4.2)                             | \$500 Per Unaccepted Load   |
| 2.5.2 | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes (Section 1.4.4) | \$300 Per Day               |
| 2.5.3 | Disposing of Recyclable Materials or Recovered Materials without prior approval of the City (Section 1.5.2)         | \$1,000 Per Occurrence      |
| 2.5.4 | Failure to submit timely records and reports (Section 1.7)  | \$200 Per Calendar Day late |
| 2.5.5 | Failure to make timely payment to the City (Section 1.9)  | \$200 Per Calendar Day Late |

**2.6 FAILURE TO PERFORM**

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects to conduct Services in a manner specified in this IFB, then the City's representative may notify the Contractor to redo Services or to immediately discontinue all Work under Contract.

If at any time the City's representative is of the opinion that Services are unnecessarily delayed and will not be finished within the prescribed time period, then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately discontinue Services under Contract and forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Bidder to complete the Work or re-advertise for Bids and let a contract for the uncompleted Work in the same manner as provided herein. The City reserves the right to charge the cost thereof to the original Bidder under Contract.

## **2.7 CONFLICTS OF INTEREST**

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

## **2.8 SOLICITATION CONDITIONS**

### **2.8.1 THE CITY OPTIONS**

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

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

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

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

### **2.8.2 RULES, REGULATIONS, AND REQUIREMENTS**

All Bidders shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this Solicitation and to providing the services described herein.

### **2.8.3 CHANGE OF BID**

Any Bidder, who desires to change his/her Bid, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Bid opening. The Bidder's name and the Solicitation number shall appear on the envelope.

#### **2.8.4 WITHDRAWAL OF BID**

A Bid may be withdrawn prior to the date and hour of the Bid opening. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer, for the period of ninety (90) days after the date of the Bid opening, to provide the proposed services.

#### **2.8.5 MODIFICATIONS OF BID**

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

#### **2.8.6 TRUTH IN NEGOTIATION STATEMENT**

Intentionally Omitted

#### **2.8.7 CONTRACT NEGOTIATIONS**

Intentionally Omitted

#### **2.8.8 CONTRACT AWARD**

A Contract resulting from this Solicitation will be in the form acceptable to the City and shall remain in effect until Recycling Processing Services are accepted by the City.

### **2.9 VENDOR REGISTRATION**

The Awarded Bidder shall be a registered vendor with the City for the duration of the Agreement. In becoming a registered vendor, the Bidders confirms its knowledge of and commitment to comply with the City's Procurement Ordinance, under Chapter 7, Article III, as amended, which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Bidders may view the City's Procurement Ordinance at [www.northmiamifl.gov/purchasing](http://www.northmiamifl.gov/purchasing)

### **2.10 REVIEW OF BIDS**

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Bids are received or after an award is announced. After said time, Firms may request documents or make an appointment to review submittals and presentations.

### **2.11 REFERENCES AND SUB-CONTRACTORS**

Each Bid must be accompanied by a list of three (3) references (**See Form A-14**) of similar Work, which shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.** It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

**Bidders must complete a STATEMENT OF EXPERIENCE OF FIRMS and complete Form A-6 - Bidder's Disclosure of Subcontractors and Suppliers" and return with Bid package.**

**2.12 COMPLETE SERVICES REQUIRED**

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

**2.13 BID SUBMITTAL/ADDENDUMS**

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

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

**2.14 NON-RESPONSIVE BIDS**

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

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

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

**2.15 LATE SUBMISSIONS**

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

## **2.16 COMMUNITY BENEFITS PLAN**

The Awarded Bidder will be required to submit, a Community Benefits Plan for approval by the City Manager. The Community Benefit plan shall be exclusive of the City of North Miami's Local Preference requirement, under Section 7-151 of the City Code. The Awarded Bidder will be required to document their experience and track record in delivering to a municipality, county or other local government agency a Community Benefits Plan. The Awarded Bidder shall also be required to demonstrate and provide to the City a proposed Community Benefit Plan which has identifiable and observable benefit to the community within the City. Bidders are encouraged to be creative in the development of a Community Benefit Plan and the types of benefits their plan is designed to provide. The City Manager, as the City's Chief Executive Officer, shall approve the final Community Benefits Plan proposed by the Awarded Bidder, as a precondition to the execution of any agreement. The Awarded Bidder's Community Benefits Plan shall be incorporated into and shall become a part of the Contract entered into between the City and the selected Contractor.

## **2.17 BID OPENING**

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

## **2.18 CONTRACTOR OBLIGATIONS**

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

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

## **2.19 ATTORNEYS' FEES**

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

## **END OF SECTION 2.0**

## **SECTION 3.0 BID FORMAT**

**IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THAT THE BID BEING SUBMITTED IS COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS AND EVALUATION CRITERIA HEREIN.**

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A BID.**

### **3.1 GENERAL INSTRUCTIONS**

Bidders should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section. Neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Also when submitting your one (1) complete scanned electronic copy on CD or DVD in adobe or Word format be sure to promptly label with the your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Bids which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

### **3.2 COPIES**

Please submit an original Bid, be sure to clearly mark "Original" as such. Three (3) complete copies of the original Bid are requested. Each copy of the Bid is distributed to the Evaluation Committee. If your Bid copies are incomplete your Bid may be deemed Non-Responsive. One (1) compact disk (CD) or DVD (must be clearly labeled with Company Name, Solicitation No. & Title) or USB Flash Drive are also requested with this Solicitation.

### **3.3 SUBMISSION**

Bids are to be submitted in a sealed envelope bearing the name of the Bidder, company and the address as well as the title and number of the Solicitation no later than the time and date specified in the Solicitation Timetable section of this Solicitation. At which time the Bids will be opened and read in the Council Chambers by a member of the Purchasing Department.

**BIDS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED**

Address your Bid to City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161 (Please clearly mark Bid).

### **3.4 TABBING OF SECTIONS**

Separated by a physical tab/divider each require and/or non-require document to insure all necessary documents are not overlooked. You can label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you may put "Not Applicable" on the tab divider page or on a sheet of paper.

### **3.5 SECTION ONE (1) APPENDIXES FORMS**

At minimum each Bidder shall submit the following below. Responses should correspond to each particular section and subsection of the Solicitation and should be labeled accordingly.

#### **3.5.1 BID SUBMITTAL FORM (APPENDIXES A)**

The Bid Submittal Form shall be submitted as part of the Bid. Bid Submittal Form must be completely and neatly filled-in.

#### **3.5.2 SUBMITTAL CHECKLIST (APPENDIXES B)**

The Submittal Checklist shall be submitted as part of the Bid. A checklist is provided merely for the convenience of the Bidder and may not be relied upon in lieu of the instructions or requirements provided in this Solicitation.

#### **3.5.3 PROGRAM RECYCLABLES REVENUE FORM (APPENDIXES C)**

A total revenue proposal (Program Recyclables Revenue Form) shall be submitted as part of the Bid response ("Appendixes C"). Price Schedule breakdown shall consist of a lump sum, fixed fee amount. Bidder shall enter the percentage of the Average Market Value (AMV) less any fee that it will pay the City for each ton of inbound Program Recyclables delivered by the City or its agents to the Designated Recycling Facility, as determined by the Designated Recycling Facility scales.

### **3.6 SECTION ONE (2) NARRATIVE DESCRIPTION**

To be eligible to respond to this Solicitation, the Bidder must demonstrate that it or its Sub-Contractor meets the minimum qualification requirements as set forth below:

**3.6.1** The Bidder shall be licensed to do business in the State of Florida.

**3.6.2** Provide documentation that Bidder or its key personnel must have at least five (5) years experience in providing Recyclables Processing services in similar-sized or larger communities.

**3.6.3** Provide documentation the processing facility at which it would process the City's Program Recyclables for the term of the Contract is properly

permitted/licensed and have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc.

**3.6.4** Bidder shall identify alternate processing facility it will utilize if the Designated Processing Facility is not operational due to a natural disaster.

### **3.7 SECTION TWO (3) CONTRACT FORMS**

All Contract forms must be completed (with all blanks filled in), executed and properly notarized.

The following forms must be submitted in the following order:

Vendor Registration (if not registered)

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non- Collusive Bid Certificate

Form A-3 Local Preference Affidavit  
*(if applicable, attach evidence)*

Form A-4 Questionnaire Instructions

Form A-5 Acknowledgement of Addenda(s)  
*(if applicable, attach copies of addendum)*

Form A-6 Disclosure of Subcontractors & Suppliers

Form A-7 Insurance Requirements  
*(Provide copies of the required Insurance)*

Form A-14 References

All of our forms can now be found on our website at: <http://www.northmiamifl.gov/business/purchasing/forms.asp>. **These forms are fill –in forms. Please ensure to include all applicable forms with your Response documents signed and notarized as required. Emailed forms will NOT be accepted.**

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Bidder to check the City’s website at [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx#bta](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx#bta)) for all applicable addend.

**END OF SECTION 3.0**

**SECTION 4.0  
FORMS**



**ATTACHEMENTS,  
Forms  
& Appendix**



Appendix A

BID SUBMITTAL FORM:
RECYCLABLE WASTE PROCESSING SERVICES
IFB No.: 50-12-13

FEIN NO. : \_\_\_/\_\_\_-\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_
(Bidder Federal Employer Identification Number) If none, Bidder Social Security Number

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of City of North Miami that conforms with the provisions of Section 4.62 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. Place a check here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Local Preference.

OR

WORKFORCE LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to Firms with a least ten percent (10%) of its total Workforce residing within the geographical boundaries of the City. Place a check here only if affirming bidder meets the requirements for Workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.

OR

SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION: The local preference may be applied to Firms that subcontract at least ten percent (10%) of the contractual amount of a City project to Sub-Contractor who are physically located within the City of North Miami. (Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.) Place a check here only if affirming bidder meets the requirements for Sub-Contractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Sub-Contractor Local Preference.

All referenced forms can be found on the City's website at:

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

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

FIRM NAME:
STREET ADDRESS:
CITY/STATE/ZIP CODE:
TELEPHONE NO.: FAX NO.:
E-MAIL:

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

AUTHORIZED SIGNATURE Date
PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF AFFIANT
TITLE OF OFFICER

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



**Appendix B**

**SUBMITTAL CHECKLIST**

**RECYCLABLE WASTE PROCESSING SERVICES  
IFB No.: 50-12-13**

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

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

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Appendix A: Bid Submittal Form	
	Appendix B: Submittal Checklist	
	Appendix C: Price Form	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY
	Narrative Description Documents	
Tab/Page No.	Section Three (3)	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit ( <i>optional</i> )	
	A-4 Questionnaire	
	A-5 Acknowledgement of Addenda ( <i>if applicable</i> )	
	A-6 Disclosure of Subcontractors & Suppliers ( <i>if applicable</i> )	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY	
<input type="checkbox"/> Responsive <input type="checkbox"/> Non-Responsive <input type="checkbox"/> Other: _____	
Comment: _____	



**Appendix C**

**PROGRAM RECYCLABLES REVENUE FORM**

**RECYCLABLES WASTE PROCESSING SERVICES  
IFB No.: 50-12-13**

Bidder shall enter below the proposed revenue for said services:

**PROGRAM RECYCLABLES REVENUE**

Corresponding Revenue Per Ton \$ \_\_\_\_\_

**(IN WORDS)**

1. The profits listed below shall include the total revenue per ton of inbound Program Recyclables delivered to the Designated Recycling Facility. Any and all costs associated with processing, marketing, and transporting Program Recyclables, including costs for rejects and residue disposal, are the responsibility of the Bidder
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Bids; or, if I am selected as the Top-Ranked Bidder, for such further period as is necessary for obtaining sale contract signature and approval.
3. I understand and agree to be bound by the conditions contained in this Solicitation and shall conform with all requirements stated.

\_\_\_\_\_  
Name: (Please Print)

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

\_\_\_\_\_  
Offeror Signature

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

## Section 5.0 General Guidelines and Information

### 5.1 CITY OVERVIEW

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

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

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

### 5.2 DEFINITIONS

The following terms, phrases, words and their derivations shall have the meaning given herein:

- a) **'Award'** means the acceptance of a Bid, offer, or proposal by the City, pursuant to code.
- b) **'Awarded Bidder'** or **'Contractor'** means the Bidder or Bidders that receive any award of Contract or Agreement from the City as a result of this Invitation to Bid.
- c) **'Bidder'** means the person firm, entity or organization submitting a Bid in response to this Invitation to Bid.
- d) **Contract Administrator** means the person designated by the City Manager to administer and monitor the provisions of this Contract.
- e) **Hazardous Waste** means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.
- f) **Program Recyclables** means Recyclable Materials collected by or on behalf of the City and over which the City has control, including newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, aseptic containers, and other materials added by mutual agreement of the City and Contractor.
- g) **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In accordance with F.S. § 403.703(24), recovered materials as described above are not solid waste.
- h) **Recyclable Materials or Recyclables** means those materials that are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

- i) **Rejects** means materials, other than Residue, that cannot be recycled and that cannot be processed into Recovered Materials.
- j) **Residue** means the portion of the Recyclable Material stream accepted by the Contractor that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.
- k) **'Solicitation'** means an Invitation to Bid, Request for Proposal, Request for Quotation or any document used to obtain Bids and proposals for the purposes of entering into a contract.
- l) **'Work', 'Services', 'Program', 'Project', or 'Engagement'** to mean all matters and things that will require to be done by the Awarded Bidder(s) in accordance with the scope of work and all terms and conditions of this Invitation to Bid.

**5.3 INVITATION**

This Invitation for Bid is extended to Firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Invitation for Bid represent the City's anticipated needs.

**5.4 PUBLIC ENTITY CRIME/  
DISCRIMINATORY VENDOR LIST**

The *Public Entity Crime Affidavit Form, (Form "A-1")* attached to this Invitation for Bid, includes documentation that shall be executed by an individual authorized to bind the Bidder. Any Bidder, or any of its suppliers, subcontractors, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Bidder or any affiliate of the Bidder has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur

any liability to the Bidder for any goods, services or materials furnished.

**5.5 LOBBYING**

All Bidders, their agents and proposed sub consultants or subcontractors, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Invitation for Bid. Bidders, their agents and proposed sub-consultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Invitation for Bid (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Bidder, its agents and potential sub consultants or subcontractors who violate these guidelines will not be considered for review. The Purchasing Director or Contract Specialist (identified on the cover page of this Invitation for Bid) shall be the only point of contact for questions and/or clarifications concerning the Invitation for Bid, the selection process and the negotiation and award procedures.

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

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Purchasing may temporarily or permanently suspend contractors from doing business with the city whenever a contractor materially breaches its contract with the City. Any Bid submitted by a Bidder, its proposed subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Bidders or its proposed subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Bidder or its proposed subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Bidder further understands and accepts that any contract issued as a result of this Invitation for Bid shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not

incur any liability to the Bidder for any goods, services or materials furnished.

### **5.7 POINTS OF CONTACT/ TIMETABLE FOR INQUIRES**

Bidders shall contact the contract specialist, identified on the cover page of this Invitation for Bid, for all related inquiries. All Bidders' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

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

### **5.8 ORAL REPRESENTATION**

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

### **5.9 ADDENDA**

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

### **5.10 CANCELLATION OF THE INVITATION FOR BID**

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

### **5.11 BID PROTEST**

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

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

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

### **5.12 DEVELOPMENT COSTS**

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

### **5.13 TAX EXEMPT STATUS**

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

### **5.14 BID SUBMISSION AND OPENING**

All Bids shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Invitation for Bid. The Bid shall identify the Bid number and title specified on the cover page of this Invitation for Bid. Reference information shall also be marked on the outside of the sealed envelope, including the Bidder's return

address. The City assumes no responsibility for Bids not properly marked.

The City will not accept Bids delivered after the established deadline. If the Bid is delivered after the established deadline, a Bidder shall be deemed non-responsive to the Invitation for Bid requirements.

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

#### **5.15 ASSIGNMENT OF BIDS**

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

#### **5.16 WITHDRAWAL OF BID**

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

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

#### **5.17 PUBLIC RECORDS AND EXEMPTIONS**

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

#### **5.18 REJECTION OF BIDS**

Pursuant to Section 7-136 of the City Code, the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following: (1) when such rejection is in the

interests of the City; (2) if such Bid is deemed non-responsive; (3) if the Bidder is deemed non-responsive; or (4) if the Bid contains any materials irregularities. Minor irregularities contained in Bid will be waived by the City. A minor irregularity is a variation from the Invitation for Bid that does not affect the price of the contract nor does it give a Bidder an advantage or benefit not enjoyed by other Bidders and does not adversely impact the City.

#### **5.19 CONE OF SILENCE / CONFLICT OF INTEREST AND CODE OF ETHICS**

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

The Code does not apply to oral communications at pre-Bid conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable Invitation for Bid documents. A copy of all written communications must be filed with the City Clerk.

#### **5.20 BUSINESS ENTITY REGISTRATION**

The City of North Miami requires business entities to complete registration application before doing business with the City. Bidders need not register with the City to present a Bid;

however, the selected Bidder(s) must register prior to award of a contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at [www.northmiamifl.gov](http://www.northmiamifl.gov) it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this Invitation for Bid.

#### **5.21 SEALED BIDS:**

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

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Office of the City Clerk of North Miami, Room 12, City Hall, 776 N.E.125th Street, North Miami, Florida 33161-5216 until 3:00 p.m., local time on date due.

#### **5.22 EXECUTION OF BID:**

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

#### **5.23 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated

herein. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 60 days from Bid date unless otherwise specified in Special Conditions.

#### **5.24 LOBBYINGMISTAKES:**

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

#### **5.25 UNDERWRITERS' LABORATORIES:**

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

#### **5.26 BID'S CONDITIONS:**

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

#### **5.27 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:**

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

#### **5.28 EQUIVALENTS:**

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

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

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

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

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

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

**5.30 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver

required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 776 N.E. 125th Street, North Miami, Florida 33161.

**5.31 DELIVERY:**

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

**5.32 INTERPRETATIONS:**

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

**5.33 BID OPENING:**

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

**5.34 INSPECTION, ACCEPTANCE & TITLE:**

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

**5.35 PAYMENT:**

Payment will be made by the City after the items awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. The City of North Miami complies with Florida Statue 218.70, Florida Prompt Payment Act. Prompt payment is made

within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

**5.36 DISPUTES:**

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

**5.37 LEGAL REQUIREMENTS:**

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

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

**5.38 PATENTS & ROYALTIES:**

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

**5.39 OSHA:**

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

these requirements shall be borne solely by the Bidder responsible for same.

**5.40 SPECIAL CONDITIONS:**

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

**5.41 ANTI-DISCRIMINATION:**

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

**5.42 INSURANCE:**

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

**5.43 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

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

**5.44 DEFAULT/FAILURE TO PERFORM:**

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

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

effective date of the termination. The following shall constitute default:

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

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

#### **5.45 BILLING INSTRUCTIONS:**

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

#### **5.46 SUBSTITUTIONS:**

The City of North Miami, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

#### **5.47 FACILITIES:**

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

#### **5.48 BID TABULATIONS:**

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-

addressed stamped envelope with the Bid or may visit the City's website to view Bid tabulations at [www.northmiamifl.gov](http://www.northmiamifl.gov) or Demand Star at [www.demandstar.com](http://www.demandstar.com)

#### **5.49 APPLICABLE LAW AND VENUE:**

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

#### **5.50 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

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

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

#### **5.51 AWARD OF CONTRACT:**

- A. A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.
- B. The City shall award a contract to a Bidder through action taken by the City Council or

the City Manager of the City of North Miami, Florida.

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

**5.52 ASSIGNMENT:**

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

**5.53 LAWS, PERMITS AND REGULATIONS:**

The Bidder shall obtain and pay all licenses, permits and inspection fees as may be required; and shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

**5.54 OPTIONAL CONTRACT USAGE:**

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

**5.55 SPOT MARKET PURCHASES:**

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

**5.56 INCENTIVES/DISINCENTIVES:**

The City of North Miami has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

**5.57 NON-COLLUSION:**

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

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

**5.58 FLORIDA PUBLIC RECORDS ACT:**

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

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

**5.59 CONVICT PRODUCED MATERIAL**

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

1. Produced by convicts who are on parole, supervised release, or probation from a prison or;
2. Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987. Qualified prison facility means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993] Item 26. Public Agencies in Competition (e) except in the case of a concession agreement, as defined in section 710.703 of this title, no public agency shall be permitted to Bid in competition or to enter into subcontracts with private Bidders.

**5.60 PROJECT RECORDS:**

City shall have the right to inspect and copy, at City's expense, the books and records and accounts of the Awarded Bidder which relate in any way to the Project, and to any claim for additional compensation made by the Bidder, and to conduct an audit of the financial and accounting records of the Bidder which relate to the Project and to any claim for additional compensation made by the Bidder. Bidder shall

retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three (3) years following final completion of the Project. During the Project and the three (3) year period following final completion of the Project, the Bidder shall provide City access to its books and records upon seventy-two (72) hours written notice.

**5.61 STANDARDIZED CHANGES**

Contract documents shall be modified to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

**5.62 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS:**

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

- a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid submission, that is appropriate for the goods, services or construction to be purchased; or
- b) A business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or
- c) A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services; or
- d) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project to subcontractors who are physically located within the City of North Miami.

The preference is applied during the evaluation process. Bids received from local businesses are assigned a preference of ten (10) percent of the total price. **(See Form A-3, A-3a & A-3b)**

**5.63 NON-EXCLUSIVITY**

It is the intent of the City to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**5.64 TERMINATION FOR CONVENIENCE**

The City, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder(s) shall not incur any additional costs under this contract. The City shall be liable only for reasonable costs incurred by the successful Bidder(s) prior to the notice of termination. The City shall be the sole judge of "reasonable costs".

**END OF SECTION 5**