



INVITATION FOR BID

IFB 56-09-10 Heavy Duty Truck Repair

RESPONSES ARE DUE NO LATER THAN

Tuesday, August 17, 2010 at 3:00 PM (Local Time)

AT

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

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

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

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

The purpose of this bid is to establish a contract for Heavy Duty Truck Repair on an as needed basis for the City of North Miami, as specified herein.

BID SUBMISSION

Please submit an original bid and two (2) copies in response to this Invitation for Bid (IFB). The bids are to be submitted in a sealed envelope bearing the name of the proposer, and the address as well as the title of the IFB no later than 3:00 P.M. local time **Tuesday, August 17, 2010** at which time they will be opened and read in the Council Chambers by the Procurement Director. Bids received after this time will not be considered and no time extensions will be permitted. Address your proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark bids:

IFB 56-09-10

Heavy Duty Truck Repair

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

Cut- off Date for Questions:	August 10, 2010
Opening of Bids:	August 17, 2010
Bid Review:	August 17 – 20, 2010
Award:	TBD

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

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

FOR INFORMATION

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

ACCEPTANCE AND REJECTIONS

The City of North Miami reserves the right to reject any or all bids with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the firm offering the greatest advantage to the City.

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

We look forward to your active participation in this solicitation.

Sincerely,

Marcanthony Tulloch
Purchasing Agent

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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 bid documents signed and notarized as required. Emailed forms will not be accepted.

SECTION I

GENERAL TERMS & CONDITIONS

1.0 GENERAL TERMS & CONDITIONS

1.1 DEFINITION

- a) "Proposer" or "Respondent." All Bidders, consultants, organizations, firms or other entities submitting a response to this RFP.
- b) "City." The City of North Miami.
- c) "Contract" a binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the City and the other party.
- d) The word "Department" to mean a department of The City of North Miami.
- e) The words "Scope of Services" or "Scope of Work" to mean section 3.0 of this solicitation, which details the work to be performed by the Bidder or consultant.
- f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- g) The words "SubBidder" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Bidder, who contracts with the Bidder to furnish labor, or labor and material, in connection with the services to the city, whether directly or indirectly, on behalf of the Bidder.
- h) The word "Construction Manager (CM)" to mean the person to provide overall coordination management, supervision and scheduling of the work of each Bidder/subBidder and of the work of all separate multi-prime Bidders with each other and with the activities and responsibilities of the CM and the Architect/Engineer so as to complete the project in accordance with City's objectives of safety, cost, time and quality.
- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the city to the Bidder in accordance to the terms of the contract.

1.2 CITY OVERVIEW

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

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

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

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

1.5 PUBLIC ENTITY CRIME/ DISCRIMANATORY VENDOR LIST

Any Respondent, or any of its suppliers, subBidders, or consultants who shall perform work which is intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory 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 Respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6 LOBBYING

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

1.7 SUSPENSION OF BIDDERS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Bidders from doing business with the city whenever a Bidder materially breaches its

contract with the City. Any Proposal submitted by a Respondent, its proposed subBidders or sub consultants who are included on the City's Suspension List shall not be considered for review.

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

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All Respondents' technical inquires shall be 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) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

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

1.10 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for

response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.**

1.11 CANCELLATION OF THE SOLICITATION

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

1.12 BID PROTEST

If a potential Respondents protest any provisions of the solicitation 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 or receipts of Proposals. A written protest is filed when received by the City Clerk.

Any Respondents who files a formal written protest pursuant to Chapter 27-158 City Code, , shall post with the city at the time of filing the formal written protest a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written within the time prescribed in Chapter 27-158, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings.

Notice of intent to protest and formal written protest along with bond or other security shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor

North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.

1.13 CONTRACT

The selected Respondent understands that this solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a contract which the city determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

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

1.15 TAX EXEMPT STATUS

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

1.16 RESPONSE SUBMISSION AND OPENING

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

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this solicitation. The City will not accept or consider responses submitted via facsimile

transmission. The public is welcome to attend the solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

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

1.18 WITHDRAWAL OF RESPONSE

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

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

1.19 PUBLIC RECORDS AND EXEMPTIONS

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

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136 of the City Ordinance the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Respondent is deemed non-responsible; or (4) if the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a

variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

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

1.22 REVIEW OF PROPOSAL FOR RESPONSIVE

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City’s Procurement Ordinance to enter into contract Negotiation.

1.24 CONTRACT AWARD

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

Prior to contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation

submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.20 CONE OF SILENCE

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

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

1.21 RESPONDENT'S DISCLOSURE OF SUBBIDDERS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier subBidders or sub consultants who will perform any part of the contract work and all suppliers

who will supply materials for the contract work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute subBidders or suppliers from those listed in the Proposal except upon written approval of the City (See "Form A-6").

1.22 BUSINESS ENTITY REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

1.23 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no

exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.24 PROPRIETARY/ CONFIDENTIAL INFORMATION

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

1.25 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the solicitation. A local business shall be defined as:

1. A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or
2. 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
3. A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services.

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten

(10) percent of the total price, shall be given to the local business. **(See Form A-3)**

1.26 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered.

END OF SECTION

SECTION II

SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for Heavy Duty Truck Repair services for the City of North Miami on an as needed basis.

2.2 PRE-BID CONFERENCE

Intentionally Omitted

2.3 TERM OF CONTRACT

This contract will commence on the first calendar day of the month succeeding approval of the contract by the City Council, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Department of Procurement; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for one (1) year; provided that the services rendered by the Bidder during the contract period are satisfactory and that City funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period. The price offered by the Bidder in its Bid Proposal shall be based on service for the first year.

2.4 OPTION TO RENEW

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional four (4) year(s) period on a year-to-year basis. The vendor shall maintain, for the entirety of the stated additional period (s), the same percentage of discount, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 METHOD OF AWARD

Award of the contract will be made to the two (2) lowest priced responsive responsible vendor(s) based on the lowest regular hourly labor rate for each job classification. The vendor offering the lowest such rate for each job classification shall be designated as the primary vendor for that job classification and shall be given the first opportunity to supply said job classification to the City.

2.6 MINIMUM REQUIREMENTS

The awarded vendor must meet the following minimum requirements;

- Must be ASE certified in medium / heavy truck repair or similar
- Must maintain a repair facility.
- Must provide at least 3 commercial references of clients who your firm has provided similar services as what is listed within the bid.

2.7 PRICES

If the vendor is awarded a contract under this solicitation, the Council rate proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF CITY FACILITIES AND INSPECTION OF CITY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE

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

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$500,000/\$500,000/\$500,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
 - Claims made policy must have an extended coverage reporting period of two years past the coverage completion
 - For Deductible program or Self Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.
- Commercial General Liability Insurance - \$1,000,000 for each occurrence / general aggregate, to include personal advertising injury and products/completed operations
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

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. Consultant shall guarantee all required insurances remain current and in effect throughout the term of contract.

Bidder 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 this Agreement by the Bidder or its employees, agents, servants, partners principals or sub Bidders.

Bidder 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.

Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder 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.

2.12 BID GUARANTY

Intentionally Omitted

2.13 PERFORMANCE BOND

Intentionally Omitted

2.14 CERTIFICATIONS

Intentionally Omitted

2.15 METHOD OF PAYMENT

Payment to the awarded vendor will be made monthly upon receipt of invoice for services performed. The successful Bidder shall submit an original invoice, in duplicate, to: The City of North Miami, Accounts Payable, PO Box 619085, North Miami FL 33261-9085. The invoice must state the contract and/or PO number.

2.16 SHIPPING TERMS

Intentionally Omitted

2.17 DELIVERY REQUIREMENTS

Intentionally Omitted

2.18 BACK ORDER ALLOWANCE

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS

A. Type of Warranty Coverage Required

The vendor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result

in the offer being deemed non-responsive. The warranty supplied by the vendor shall remain in force for the full period identified by the vendor; regardless of whether the vendor is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

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

2.19 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Marcanthony Tulloch, at (305) 896-9886 email – mtulloch@northmiamifl.gov.

2.20 COMPLETE PROJECT REQUIRED

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

2.21 LICENSES, PERMITS, AND FEES

The awarded bidder shall obtain and pay for all licenses, permits, and fees required for this scope of work and service; and shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein. Damages, penalties, and / or fines imposed on the City or the awarded bidder for failure to obtain required documentation shall be borne by the awarded bidder.

SECTION III

SCOPE OF WORK

3.1 SCOPE OF WORK

This solicitation to bid is for the purchase of Heavy Duty Truck Repairs, Frame (Chassis) and Front-End Suspension Repairs, Transmission and other repairs, to include returning the vehicle to its original manufacturing operating specifications, which includes but not limited to:

- A. Welding Work
- B. Complete Front-end Alignment
- C. Precision Frame Work
- D. Replacement and/or Reconstruction of Drive-line Components
- E. Hydraulic and Pneumatic Repairs
- F. Four (4) Wheel Type Alignment
- G. Bus Coach Air Suspension Work
- H. Wheel Balancing

3.2 LABOR:

Labor required for repairs performed by the successful bidder shall be on a regular time basis. Repairs may not be performed on an overtime basis. Bidders shall state their hourly labor rate in the space provided on Section 4.0, Bid Form.

3.3 PARTS AND MATERIALS

All parts and materials used shall be new Original Equipment Manufacturer (OEM) and of the best quality and finest workmanship consistent with or exceeding standards in the industry. Rebuilt or Non OEM parts and components may only be used when requested by the Shop Supervisor. Pricing Bid for parts and materials under this bid solicitation will be in the form of a Percentage Discount (%) from Manufacturer's Suggested Retail Price (MSRP) to the City and any price schedules that may be applicable are to be submitted with the Bid Proposal. Additional copies of these schedules may be requested from the successful bidder(s) for use in and by various shops. Bidder shall provide these schedules to all requesting Shop(s) or City Department(s) at no additional cost.

3.4 PICK UP AND DELIVERY

Prices quoted in this Bid Solicitation shall include pick up of vehicles which can be driven and delivery back to the facility assigning the work. Delivery of vehicles which are not road-worthy will be done by the City to the successful bidder's facility. Delivery back to the City shall be accomplished within 24 hours of completion of work. Bidders are encouraged to familiarize themselves with City Facilities.

3.5 LOCATION OF WORK

The awarded vendor shall maintain a repair facility equipped with all the necessary equipment and tools with the requirements of this bid.

SECTION IV

BID FORMS

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

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

**OPENING: 3:00 P.M.
August 17, 2010**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF NORTH MIAMI, FLORIDA

NOTE: City Of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	Purchasing Division	Date Issued:	This Bid Submittal Consists of Pages 22 through 24
---------------	---------------------	--------------	---

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Purchasing Division at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**IFB 56-09-10
Heavy Duty Truck Repair**

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

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

Procurement Agent:
Marcanthony Tulloch

Firm Name:

Commodity Code(s):
060-00, 060-46, 060-83, 060-84,
060-86, 928-10, 928-76

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 30 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 30 OF SECTION 4. BID SUBMITTAL, WILL RENDER YOUR BID
NON-RESPONSIVE**

Hourly Labor Rate		
Item#	Description	Hourly Labor Rate
1	Hourly Labor Rate	\$

Percentage Discount off Parts		
2	Percentage Discount off Parts	%

**BID SUBMITTAL FOR:
IFB 56-09-10**

=====
=====

Prompt Payment Terms: _____ % _____ days net _____ days

=====
=====

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

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

=====
=====

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of City Of North Miami that conforms with the provisions of Section 1.65 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

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

Or

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

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

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

FIRM NAME _____

STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

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

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

*AUTHORIZED SIGNATURE _____ Date _____

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

PRINT NAME OF AFFIANT _____ TITLE OF OFFICER _____

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

SECTION V

Contract Forms

Form "A-1"

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

- ___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

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

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification) My Council expires _____

(Printed typed or stamped Council name of Notary Public)

FORM "A-2"

NON-COLLUSIVE BIDDER CERTIFICATE

STATE OF FLORIDA
MIAMI-DADE

CITY OF

Before me, the undersigned authority, on this day personally appeared _____ (Authorized Officer), who being by me duly sworn, deposes and says:

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

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

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

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

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

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

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

By: _____

Its: _____
Authority Warranted

SWORN TO and subscribed before me this _____ day of _____, 200__.

Notary Public
My Council Expires:

LOCAL PREFERENCE CERTIFICATION

Section 1 General Term

Local Preference

The evaluation of competitive bids is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

4. A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased OR;
5. 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
6. A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the solicitation for supplies or services.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business.

Comparison of Qualifications

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

Section 2 Affirmation

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of City Of North Miami that conforms with the provisions of **Section 1.65 of the General Terms and Conditions** of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

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

Or

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

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

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER: CITY OF NORTH MIAMI

BIDDER:

INSTRUCTIONS

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

QUESTIONNAIRE

Bidder's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with

Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

Yes () No ()

If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been

made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, City or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all judgments from lawsuits in the last five years:
 - C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:
7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

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

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

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

Dated _____, 20__

CONSULTANT:

By _____
Its _____

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

Notary Public

My Council Expires:

FORM A-5

ADDENDUM TO BID DOCUMENTS

IFB NUMBER: _____

BID OPENING DATE: _____

To All Bidders:

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

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

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

Addendum No. 9 _____

Addendum No. 10 _____

Acknowledged by:

Name: _____

Signature: _____

Date: _____

Form "A-6"

**BIDDER'S DISCLOSURE OF
SUBBIDDERS AND SUPPLIERS**

RFQ, RFP OR IFB NO. _____

DISCIPLINE _____

Team Composition Plan

Please provide the following for tracking purposes only:

Business Association	Business Name	<i>Business Address</i>	<i>Business Phone #</i>	Describe Type of Work to be Performed	% of Work	Diversity Class. *
Prime Bidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
SubBidder						
Joint Venture						

Diversity Classification:

A = Asian American

B = African American

F = American Woman

H = Hispanic American

N = Native American

L=Local Vendor (North Miami)

Form "A-7"

General Insurance Requirements

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

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$500/500/500
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
 - \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
 - Claims made policy must have an extended coverage reporting period of two years past the coverage completion
 - For Deductible program or Self Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.
- Commercial General Liability Insurance - \$1,000,000 for each occurrence / general aggregate, to include personal advertising injury and products/completed operations
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

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. Consultant shall guarantee all required insurances remain current and in effect throughout the term of contract.

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

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

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

REASONS:

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

Explanation: _____

Desire to receive future City solicitations? ___ Yes ___ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____