

INVITATION TO BID

PUMP & ELECTRIC MOTOR REPAIRS BID # 201419

DUE DATE

Tuesday, August 7, 2014 at 2:00 p.m.

PRE-BID CONFERENCE

N/A



For information contact:

JAMES WILLIAMS, CPM
CONTRACT BUYER
Procurement & Contract Services Division
450 S.E. 6th Avenue
Homestead, FL 33030

DATE ISSUED: 7/18/2014

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SOLICITATION SUMMARY

Solicitation Number 201419
Title PUMP & ELECTRIC MOTOR REPAIRS
Issue Date 7/18/2014
Bid Due Date 8/7/2014
Deadline 2:00 P.M., EST
Pre-Bid Conference N/A

**Question & Answer
End Date** 07/29/2014

Contact **JAMES WILLIAMS, CPM**
CONTRACT BUYER
Procurement & Contract Services Division
(305) 224-4632
bids@cityofhomestead.com

**Submission
Information**

Bids must be submitted by mail or personally delivered by sealed hard copy marked on the outside with the Bid number and name at Procurement & Contract Services Division, c/o Bids Department, Attn: **JAMES WILLIAMS**, City of Homestead, 450 S.E. 6 Avenue, Homestead, FL 33030. All bids and all required product information and any other items as indicated in the following document must be returned, properly completed, and in a sealed envelope or your bid may be disqualified. If more than one package is submitted they should be marked 1 of 2, etc. All bids must be received no later than **Thursday, August 07, 2014, at 2:00 P.M., EST**. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Please use item response form below for the outer portion of your envelope or box to be submitted.

Tentative Schedule

Issue/Advertisement	7/18/2014
Due Date	8/7/2014
Committee of the Whole	8/12/2014
Council	8/20/2014
Notice of Award	8/21/2014
Notice to Proceed & PO	10/1/2014

SOLICITATION RESPONSE FORM

Bid # 201419

PUMP & ELECTRIC MOTOR REPAIR

Due Date

Thursday, August 07, 2014 at 2:00 p.m.

Delivery Location

City of Homestead
Procurement & Contracts Services Division
c/o Bids Department
450 E. E. 6 Avenue
Homestead, FL 33030

Submitted By:

(name of company and address)

For Official Use Only

Date and Time Received:

Received by: _____

SECTION 1- GENERAL TERMS & CONDITIONS

1.1 DEFINITIONS:

When used in these Contract Documents (defined below) or in related documents, the following terms, or pronouns are used in place of them, shall have the meanings given below:

1) **Addendum**: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

2) **Advertisement for Bids**: The public notice inviting the submission of Bids for the work.

3) **Bid**: The written offer of a Bidder to perform the Work.

4) **Bid Bond**: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

5) **Bidder**: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

6) **Bid Documents**: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

7) **Bid Form**: The form on which Bids are submitted.

8) **Calendar Day**: Everyday shown on the calendar.

9) **Change Order**: A) A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Architect/Engineer and approved by the City Manager and/or City Council. B) Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional

costs must be brought to the City's attention and approved by the Procurement Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Procurement Agent will not be honored.

10) **Contract**: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

11) **Contract Documents**: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

12) **Contractor**: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Homestead and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

13) **Contract Time**: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in Calendar Days.

14) **City**: City of Homestead, a municipal corporation of the State of Florida a political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

15) City Manager: The Manager of the City of Homestead, Florida.

16) Days: Reference made to Days shall mean consecutive calendar days.

17) Lessee: Any individual, partnership or corporation having a tenant relationship with the City.

18) Liquidated Damages: The amount that the Contractor accepts, as stipulated herein that will be deducted from the Contract Sum for each Calendar Day of delay due to a Non-excusable Delay.

19) Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the Work.

20) Owner: The term Owner as used in this Contract shall mean the City, but it excludes the regulatory departments of Development Services, Building Safety, Planning & Zoning, Development and Regulation (Building and Zoning); City Utilities, Departments of Miami Dade County, Department of Environmental Resources Management (DERM); Public Works, Water & Sewer, and Fire Department or their successors.

21) Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

22) Plans: The drawings or reproductions thereof, prepared by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

23) Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's

obligations.

24) Subcontractor: Any individual, firm, partnership, joint venture or corporation supplying the Contractor with labor, materials, supplies and equipment used directly or indirectly by the Contractor in the prosecution of the Work.

25) Substantial Completion: Substantial Completion of the Work shall occur when the Architect/Engineer certifies that the Work is sufficiently complete, in accordance with the Contract Documents, so that the City may use the Work for the use for which it is intended or for such other use which the City in its sole discretion may determine to be appropriate under the circumstances, and only after receipt of the final certificate of occupancy.

26) Surety: The bonding company furnishing the Bonds required of a Bidder and of the Contractor.

27) Technical Specifications: The general term comprising all the written directions, provisions and requirements contained herein, entitled Technical Specifications, those portions of Standard Specifications to which reference is specifically made in the Technical Specifications, and any Addenda, and Change Orders that may be issued for the Contract, all describing the Work required to be performed, including detailed technical requirements as to labor, materials, supplies and equipment and standards to which such Work is to be performed.

28) Work: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's duties and obligations imposed by the Contract Documents.

1.2 EXECUTION OF BID FORM:

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 and ink or 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. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 NO BID:

If not submitting a Bid, respond by returning an original copy of the NO Bid Form, and check off the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.

1.4 TIE BIDS:

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

1.4.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the

action that will be taken against employees for violations of such prohibition.

1.4.2 Inform employees about the dangers of drug abuse in the workplace, the business'

policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

1.4.3 Give each employee engaged in providing the commodities or contractual services that

are under Bid a copy of the statement specified in subsection (1.4.1).

1.4.4 In the statement specified in subsection (1.4.1), notify the employees that, as a

condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

1.4.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance

or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- 1.4.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**1.5 CLARIFICATIONS /
INTERPRETATIONS:**

- A) Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement & Contract Services Manager, 450 S.E. 6 Avenue, Homestead, FL 33030; Fax: (305) 224-4639, or via email to Bids@cityofhomestead.com.
- B) If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning this Bid, the Bidder must submit to the City of Homestead's Procurement and Contract Services Division at least seven (7) calendar days prior to scheduled Bid opening, a "request for clarifications". All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery. The City will attempt to answer all questions submitted after said seven (7) days but cannot guarantee a response. Such questions must be sent to the Procurement & Contract Services Division via email to bids@cityofhomestead.com in word format. NO QUESTIONS WILL BE RECEIVED OR ANSWERED VERBALLY.
- C) Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Homestead Procurement and Contract Services Division. 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 posted on the City's website and Demandstar and emailed back to the requestor. 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.

- D) The Bidder shall be required to acknowledge receipt of the Addendum by signing the addendum and including it with the Bid Proposal. Failure of a Bidder to include a signed Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other City representative.

1.6 CONE OF SILENCE:

- a) **Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Bid, between:

a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and:

the City Councilmembers, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

- b) **Restriction; Notice:** A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of

imposition of the Cone of Silence, the City Manager or his or her designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Councilmember, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

c) **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Council meeting (whether regular, special, CRA Board or Committee of the Whole meeting) at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

d) **Exceptions to Applicability:** The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations made to the City Councilmembers during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written

communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

5. Communications regarding a particular RFP, RFQ or Bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Procurement and Contract Services Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service

provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

- e) **Penalties:** Violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or Bid award to said bidder or proposer voidable by the City Council or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

1.6.1 Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

1.7 BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. The time /date stamp clock located in the Procurement & Contract Services Division shall serve as the official authority to determine lateness of any solicitation. It is the Bidder's responsibility to assure that his bid is delivered at the proper time and place of opening. It is the Bidder's responsibility to assure the Bid name and number is on the outside of the package and all numbered pages of bid, all attachments thereto and all addenda released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto. Bids which for any reason are not so delivered will not be considered.

- A) All bids received after the time specified shall be returned, unopened.

The responsibility for submitting bids before the stated time and date is solely the responsibility of the proposer. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

- B) Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Special Conditions, Technical Specifications and Bid Form.
- C) The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title and addressed to the "BIDS DEPARTMENT". Faxed or Emailed bids will not be accepted.
- D) Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Homestead.
- E) The City of Homestead cannot be responsible for Bids received after opening time and encourages early submittal. Late bids shall be rejected.

1.8 AWARD OF CONTRACT:

- A) Award will be made only to responsible, licensed contractors possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

- B) The contract will be awarded to the *lowest* responsive, responsible Bidder(s) whose Bid(s), conforming to the Solicitation, is most advantageous to the City of Homestead. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.
- C) In the best interest of the City of Homestead, the City reserves the right to reject all Bids or any portion of any Bid they deem necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this Bid shall conform to applicable Florida Statutes.
- D) Bid prices should be submitted with the understanding that the City of Homestead is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- E) The City shall award a contract to a Bidder through action taken by the City of Homestead City Council at a duly authorized meeting. Acceptable Bids which are for an amount not exceeding \$25,000 will not have to go through Council and may be awarded by the City Manager or the Procurement & Contract Services Manager. This action shall be administratively supported by a written award of acceptance and the issuance of a Purchase Order, mailed or otherwise furnished to the successful Bidder; which shall constitute a binding contract without further action by either party.
- F) The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, Addenda and the Purchase Order are collectively an integral part of the contract between the City of Homestead and the successful Bidder.
- G) While the City of Homestead City Council may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2 of this bid. The Bidder shall be in default of the contractual obligations 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 Procurement & Contract Services Manager, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the 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.
- H) The Term of the Contract shall be stipulated in the Purchase Order, which is issued to the successful Bidder(s). Where there is a conflict between the contractual period stipulated in the Solicitation and the contractual period stipulated on the Purchase Order, the Bid shall prevail. If the contract involves a single shipment of goods to the City, the contract term shall be concluded upon completion of

expressed and implied warranty periods.

- I) The City of Homestead reserves the right not to award or to reject Bids from vendors that are currently in litigation with the City of Homestead or as a result of any prior lawsuits.

1.9 CONTRACT EXTENSION(S):

- 1) The contract terms and extension(s) are specified in the Special Conditions of this bid. The City Manager may renew the Contract subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one-hundred fifty (150) calendar days in advance of expiration date of this Contract. All prices, terms and conditions shall remain firm for the initial period of the Contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement & Contract Services Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- 2) 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.

If the City exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial Solicitation by no later than sixty (60) calendar days prior to the commencement of the option period. These documents, which are specified in the Special Conditions and include, but are not limited to, insurance certificates and performance bonds, must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the City may rescind its option, declare the Bidder to be in default of its contractual obligations and award to the next low bidder or seek a new Bid Solicitation. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess cost sustained and/or may prohibit the Bidder from submitting the future Bids for a period of one year. The City reserves the right to automatically extend the Contract for a maximum period not to exceed one hundred and twenty (120) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right.

1.10 OPEN-END CONTRACT:

No guarantee is expressed or implied as to the total quantity of commodities/services

to be purchased under any open end Contract. Estimated quantities will be used for bid comparison purposes only. The City of Homestead reserves the right to: issue purchase orders as and when required, or issue a blanket purchase order for individual agencies and release partial quantities. No delivery shall become due or be acceptable without a written order by the City, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

1.11 SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.12 NON-EXCLUSIVITY:

It is the intent of the City to enter into agreement with the successful Bidder that will satisfy its needs as describe 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.

1.13 WITHDRAWAL OF BIDS:

No Bid can be withdrawn by a Bidder after it is filed with the Clerk, during the period stipulated in the advertisement for Bids, unless the Bidder makes the request in writing to the City Clerk and the request is received prior to the time set for the opening of Bids.

1.14 REJECTION OF BIDS:

- A.** Bids that do not contain completed and properly executed forms and affidavits, as required and included in these Bid Documents, may be rejected by the City.
- B.** Bids which are not responsive to the Bid Documents shall be rejected by the City.
- C.** Bids will be considered irregular and may be rejected if they contain omissions, alterations of form, additions not called for, unauthorized alternate bids, or other irregularities.
- D.** Any of the following additional factors may be considered sufficient cause for the rejection of the Bid.
 - 1. Bid submitted on a form other than that furnished by the City;
 - 2. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
 - 3. Evidence of collusion among Bidders;
 - 4. Previous participation in collusive bidding on work for the City;
 - 5. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items;
 - 6. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the work as required by the Contract Documents. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise

which, in the opinion of the City, adversely affect the Bidder's competency to perform the work and to discharge its responsibilities under the Contract;

7. Lack of capability as shown by past performance of Bidder's work for the City, judged from the standpoint of workmanship and progress;
8. Unfinished work for which the Bidder is committed by contract, which, in the judgment of the City, might hinder or prevent the prompt completion of work under this Contract if awarded to such Bidder;
9. Being in arrears upon any debt, taxes or any existing contract(s) which are defaulted as surety or otherwise upon any obligation to the City, or having been sued to enforce the City's rights on a construction contract, or having failed to complete the Work, the punch list, or warranty items, or having defaulted on a previous contract with the City;
10. If the Bid does not contain a bid price for each pay item listed in the Bid Form, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a bid price; and
11. If the Bid is not accompanied by the Bid guaranty.

1.15 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 bidding 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. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid 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).

1.16 LOCAL PREFERENCE:

In accordance with City Code Section 2-411, there shall be a fifteen (15%) percent local preference given to local businesses who are holders of current city local business tax receipts for businesses which are physically located within the city limits of Homestead and have held such local business tax receipts for a minimum of one year prior to asserting the local preference. Said fifteen (15%) percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the purchasing department in rating competitive quotations, bids or proposals which are governed by this section of the Code of the city. The local preference shall not apply if the solicitation specifications of the city so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:

(1) No local preference for competitive quotations, bids or requests for proposals shall be applied where prohibited by law, regulation or applicable agreement.

(2) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the city council shall not reject the low bid solely based upon the locale of the said business. Under a competitive process

solicitation, when a responsive, responsible non-local business submits the lowest price offered, and the offer submitted by one or more responsive, responsible local businesses is within fifteen percent (15%) of the price submitted by the nonlocal business, each of the aforementioned responsive, responsible local businesses shall have the opportunity to submit, within five (5) working days of notice of intent to award a best and final offer equal to or lower than the amount of the low offer previously submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid, quote or proposal. In the case of a tie in the best and final bid, quote or proposal between a local business and a non-local business, contract award shall be made to the local business. In the case of a tie in the best and final bid quote or proposal between two or more local businesses, the contract shall be awarded in accordance with procedures established by the City Manager.

1.17 FORMS:

A) BID FORM:

Vendors submitting a Bid, must complete and sign the Bid Form attached. Submittal of a Bid proposal will constitute a binding offer to contract under the terms and conditions set forth herein and must remain open for the period stipulated under Bids Binding.” No Bid will be considered without an executed Bid Form.

B) STATEMENT OF NO BID:

Vendors in receipt of a bid notice that are not able to bid for any reason whatsoever, must complete the NO BID form attached hereto prior to the stipulated bid opening deadline.

C) AMERICANS WITH DISABILITIES ACT OF 1990: Equal Opportunity for Individuals with Disability

The contractor and the City of Homestead, (hereafter “owner”) do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner’s grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall

satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

D) BUSINESS ENTITY DISCLOSURE STATEMENT:

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be

paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent, domestic partner, stepmother, stepfather, or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder or as defined by Miami Dade County. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or Bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

E) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS:

The Bidder certifies by submission of this Bid, that neither it nor its principals is

presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the City, Miami-Dade County, the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The City may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

F) DRUG-FREE WORKPLACE AFFIDAVIT:

In the event of identical tie low Bids, preference shall be given to businesses with drug-free workplace programs. Bidders with such programs shall complete and submit the attached form with bid.

All persons and entities that contract with City of Homestead are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

G) PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

H) PERFORMANCE SURVEYS:

The City conducts monthly, quarterly and post project performance surveys for vendors whom are awarded Bids and contracts. Surveys will be sent to the user-departments and will be used as a monitoring device to gauge performance and to utilize when awarding or renewing contracts.

I) REFERENCE QUESTIONNAIRES:

Bidder's shall provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their Bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Only forms completed by the client references themselves will be

considered. No Bid will be considered without the minimum required completed questionnaires as specified in Section 3 of this Bid.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

J) NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE:

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Division collects and uses your Social Security number in performance of the City's duties and responsibilities.

A Social Security number is only used for legitimate employment business purposes in compliance with completing a Vendor Application in lieu of a FEIN.

K) VENDOR APPLICATION/ BIDDER LIST:

The Procurement & Contract Services Division maintains a list of prospective vendors and bidders classified by commodity or service. You may be placed on this list by completing the City's vendor application and commodity listing detailing the items or services that you provide. To assure that you are included under all of the appropriate categories, we ask that you be specific about the items or services that you provide. The City provides three ways to obtain a vendor application:

- 1) Attached with this document;
- 2) By visiting the City's web site at: www.cityofhomestead.com
- 3) By visiting the Procurement & Contract Services Division office.

L) W9 FORM:

Bidder shall provide a completed W9/ tax form which certifies an individual's tax identification number. A tax identification number (TIN) is the Social Security number of an individual or the Employer Identification Number of a business, fiduciary or other organization. This form must also be present in a brokerage account's files to avoid backup withholding by the IRS.

1.18 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidder is required to enter or go onto City property to deliver materials or perform the Work, it must be properly coordinated in advance and the Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the Contract.

The Bidder shall obtain and pay for all certificates of competency, licenses, insurance, permits, inspection fees, and any other certification necessary or required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. However, since the project is funded by the City, the City will waive the permit fees except for those portions required by the County, which cannot be waived by the City. The Bidder shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.19 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The Contractor shall be responsible for obtaining and maintaining throughout the Contract period his or her city and county local business tax receipts. Each vendor submitting a bid on this Invitation to Bid shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Homestead local business tax/occupational licenses, please call Development Services at (305) 224-4504. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.20 CERTIFICATES OF INSURANCE:

After acceptance of Bids, the City will notify the successful Bidder to submit a certificate of insurance naming the City as a certificate holder and as an additional named insured. Contractor shall provide and maintain in force until all the Work to be performed under the Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in Section 3.

1.21 INDEMNIFICATION:

The Bidder shall defend, indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, to the extent caused by the negligent acts or

omissions, misfeasance, or malfeasance of the bidder, its agents, servants, or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the bidder connected with the bid or the performance of any agreement resulting from this bid, whether by act or omission of the bidder, its agents, servants, employees or others, regardless of the partial fault or negligence of the City, its officers, agents and employees.

1.22 BID BOND:

If the base Bid or the base Bid plus the sum of any alternates exceed \$100,000.00, the Bidder shall enclose a certified check, cashier's check, treasurer's check, bank draft or Bid bond in the amount of not less than ten percent (10%) of the Bid, payable to the City as a guarantee for the purpose set out in Section 3, Information Required from Bidder. *(Failure to submit a bid bond will result in disqualification).*

1.23 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

If the contract award amount exceeds \$100,000.00, a Performance Bond and Labor and Material Payment Bond will be required and will be issued within ten (10) days upon issuance of a notice of award in the form (s) required herein, and written by a surety licensed in Florida and acceptable to the City. **Bidder shall provide evidence of sufficient bonding capacity with its Bid, in the form required herein. Failure to provide such evidence may result in rejection of the Bid.**

1.24 CITY WEBSITE:

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement and Contract Services Division's "Bid's & RFP's" page, which can be found at: www.cityofhomestead.com/bids.

1.25 BID TABULATIONS:

Bid tabulations are posted on the City website at www.cityofhomestead.com.

1.26 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order number and respective Bid number and shall be submitted to the City of Homestead with the requesting Department labeled on the mailing envelope.

1.27 INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Bid Form and/or Purchase Order, must be brought to the attention of the Procurement Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the City's attention and did not receive written approval via a Change Order issued by the Procurement Agent will not be honored.

1.28 TAXES:

The City of Homestead is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

1.29 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified in the following, it must so indicate on its 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 manufacturer's name and number if bidding 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.

Manufacturer's name, brand name and model number may have been used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, the Bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

1.30 SAMPLES:

Upon requests, the Bidder shall provide a complete and accurate sample of the product(s) which they propose to furnish. These items 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 or mailed to the Procurement and Contract Services Division, 450 S.E. 6th Avenue, Homestead, FL, 33030.

1.31 SUBSTITUTIONS:

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

1.32 MISTAKES:

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

1.33 ESTIMATED QUANTITIES:

Quantities stated are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the Contract period. Estimated quantities are based upon previous needs and estimated usage for one year period. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

1.34 CONDITIONS AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this Bid shall be latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.35 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 buyer unless loss or damage results from negligence by the buyer. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.36 NOTE TO VENDORS DELIVERING TO WAREHOUSE:

Receiving hours are Monday through Friday, excluding holidays, from 7:00 A.M. to 3:30 P.M. The warehouse is located at 450 S.E. 6 Avenue, Homestead, FL, 33030.

1.37 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.38 WARRANTY:

All warranties, express or implied, shall be made available to the City for goods and services covered by this Bid. All goods furnished shall be fully guarantees by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.39 PRODUCT RECALL:

In the event the awarded Bidder receives notice that a product delivered by the awarded Bidder to the City has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human

consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded Bidder shall notify the City's Bid Procurement Agent within two (2) business days of receiving such notice. The City's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded Bidder's duty to notify the City's Procurement Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the City shall include the name and description of the affected product; the approximate date the affected product was delivered to the City; the Bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the City, if necessary to protect the health, welfare, and safety of the City, residents or employees; and any health hazards known to the awarded Bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Procurement Department and/or Procurement Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the City. Unless it was absolutely necessary for the City to dispose of the affected product, the awarded Bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the City, without causing significant inconvenience to the City.

At the option of the City, the awarded Bidder may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded Bidder will bear all costs associated with the removal and proper

disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the City will be considered a default.

1.40 COMPLETE PROJECT REQUIRED:

These specifications describe the various items or classes of Work required, enumerating or defining the extent of same necessary, but failure to list any item 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 project.

1.41 SITE INSPECTION:

Prior to submitting the Bid, the Bidder is required to visit the site of the proposed work and to become fully informed and familiar with any conditions, which may in any manner affect the Work to be done, of the character, quality and quantities of Work to be performed and materials to be furnished, and of operational activities of the City, which activities must be maintained without interference from the Work. The Bidder is also required to examine carefully the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Work to be performed under the contract including the necessary requirements for the Project to comply with Americans with Disabilities Act ("ADA"), its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances. No additional allowances will be made because of lack of knowledge of these conditions.

1.42 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-

examination listing where such has been established by UL for the item(s) offered and furnished.

1.43 AMERICAN MADE:

The City Council of Homestead, acting in session on June 20, 1983, adopted Resolution No. 83-06-21 which states, "That it is the intent and policy of the City Council of the City of Homestead, Florida, that the needs of the City of Homestead for supplies, materials and equipment be met using only those supplies, materials and equipment manufactured in the United States of America when same are available and when the price of same and the bid of same is consistent with the bidding procedures of the City Code of the City of Homestead."

1.44 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor'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:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

1.45 DISPUTES:

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

1.46 LEGAL REQUIREMENTS:

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply.

Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.47 PATENTS AND ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of Homestead, 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 Homestead, 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 costs arising from the use of such design, device, or materials in any way involved in the work.

1.48 OSHA:

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

1.49 ANTI-DISCRIMINATION:

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

1.50 DEFAULT:

In the event of default on a Contract, the successful Bidder shall pay all attorneys' fees and court costs incurred in collecting

any damages, including liquidated damages incurred by the City due to such default.

1.51 BIDDER'S FACILITIES:

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

1.52 DISCLAIMER:

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the City, to be the most responsive/responsible, shall be submitted to the City of Homestead's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Council of the City of Homestead, in the best interest of the City of Homestead. The issuance of this bid constitutes only an invitation to make presentations to the City of Homestead. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this Bid or otherwise.

1.53 EVIDENCE:

The submission of a Bid shall be prima facie evidence that the Contractor is

familiar with and agrees to comply with the contents of this Bid Project.

1.54 DEMONSTRATION OF COMPETENCY:

- 1) Pre-award inspection of the Bidder's facility may be made prior to the award of Contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City. Financial ability shall include bonding capacity of the Bidder in sufficient amount to cover the cost of the work.
- 3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of

supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

- 4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Bid. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.55 EMPLOYEES:

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Homestead. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

1.56 ASSIGNMENT:

The Contractor agrees not to enter into subcontracts and shall not assign, transfer, convey, sublet or otherwise dispose of the 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 Homestead.

1.57 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.58 SPOT MARKET PURCHASES:

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

1.59 SUNSHINE LAW:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

1.60 FORCE MAJEURE:

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or

prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Contract.

1.61 COLLUSION:

By offering a submission pursuant to this Bid, the Bidder certifies the Bidder has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other bidder or parties to this Bid whatsoever. Also, the Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid.

Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee accepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

1.62 ELIGIBILITY:

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

1.63 PROPERTY:

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Homestead. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.64 TERMINATION FOR DEFAULT:

If Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, either the City Manager or the City Council of Homestead may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is

without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 1.67.

1.65 TERMINATION FOR CONVENIENCE:

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

In no event shall City be liable for consequential damages, including anticipated lost profits on work not performed on this or any other project.

1.66 SUB CONTRACTORS:

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor, sub-subcontractor and the City. Contractors shall be as fully responsible to the City for the acts and omission of the subcontractors and sub-subcontractors as for the acts and omissions of person(s) directly employed.

1.67 CONFIDENTIALITY:

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.68 GOVERNING LAW AND VENUE:

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.69 ATTORNEY'S FEES:

In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including appellate litigation and any post-judgment proceedings.

1.70 NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

1.71 PARTIAL INVALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.72 PROVISIONS BINDING:

Except as otherwise expressly provided in this Contract, all covenants, conditions and provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.73 HEADINGS AND TERMS:

The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in

any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.74 ENTIRE AGREEMENT:

The Contract consists of this Invitation to Bid, General and Special Conditions, Minimum Technical Specifications, Addenda, Contractor's Response, all items attached and any written agreement entered into by the City and Contractor, and are made part of and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. This Contract may be modified only by a written agreement signed by the City of Homestead and Contractor.

1.75 AUDITS:

The City shall have access to all books, records, and documents of the successful bidder which directly relate to the Work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

1.76 DAVIS-BACON AND ARRA:

American Recovery and Reinvestment Act funds used for a transaction that involves a new construction or repair contract, exceeding \$2,000, must comply with the prevailing wage requirements of the Davis-Bacon and Related Acts requirements. Section 1606 of the ARRA legislation: "Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a

character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code."

- Davis-Bacon applies to all ARRA projects
- Applies for the entire project, not just the portion funded by ARRA

1.77 MINIMUM WAGE RATES:

U.S. Department of Labor: In projects having Federal participation, minimum wage rates for the proposed work will be established by the U.S. Department of Labor, Employment Standards Administration. Schedules of labor classifications and corresponding wage rates and benefits will be included in the Bid Documents.

1.78 ORDER OF PRECEDENCE:

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.79 PUBLIC RECORDS LAW:

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public

records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored

electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

End of Section

SECTION 2- SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this Bid is to establish a contract, by means of sealed bids, for the repair and/or replacements of various pumps and electric motors for the City's Public Works and Electric Utilities Departments; from a source(s) of supply that will give prompt and efficient service.

2.2 PROJECT LOCATIONS:

The locations of the work proposed under this contract will be within the municipality of Homestead, Miami-Dade County.

2.3 PLANS:

There are no plans associated with this project.

2.4 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this bid, contact: **JAMES WILLIAMS**, at 305-224-4632 or via e-mail at bids@cityofhomestead.com.

2.5 PRE-BID CONFERENCE:

N/A

2.6 DUE DATE:

All bids are due no later than **Thursday, August 07, 2014 2:00 P.M.**, EST or any time prior thereto at the Procurement & Contract Services Division, c/o Bids Department, Attn: JAMES WILLIAMS, City of Homestead, 450 S.E. 6 Avenue, Homestead, FL 33030. Bids shall be opened and publicly read, on the date and at the time specified. All Bids received after that time shall be returned, unopened. The responsibility for submitting Bids before the stated time and date is solely the responsibility of the Bidder. The City will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Bidders are to submit Bids at their own risk and cost.

2.7 TERM OF CONTRACT:

The contract will expire on September 30, 2016. It is requested that proposer quote fixed prices that will be guaranteed to the City of Homestead from October 1, 2014 – September 30, 2016. The City and the Contractor(s) may agree to subsequent annual renewals and extensions by written agreement.

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

2.8 METHOD OF AWARD:

Refer to Section 1.8.

2.9 RESPONSE TIME:

Vendors shall specify on the attached Bid Form the estimated response time necessary to get crews working after receipt of order. The response time should be your best estimate, as orders will be placed based on that information.

2.10 COMPLETION TIME:

Upon award of quotation, completion time shall be specified. Vendor selection shall be based in part, upon availability.

2.11 LIQUIDATED DAMAGES:

OMITTED INTENTIONALLY

2.12 PAYMENT AND PERFORMANCE BOND:

OMITTED INTENTIONALLY

2.13 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

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

2.14 PAYMENT:

Invoices for payment will be submitted as maintenance or repairs (task orders) are completed, for the duration of the contract, and must have detailed information by location, by ton, etc. to be approved for payment. Contractor shall submit an exact listing of completed work with submission of invoice for payment. Invoices will be subject to verification and approval by the department requesting the service (field quantity shall prevail).

All invoices must reference the purchase order number.

All bid prices must be F.O.B./C.I.F. destination, freight prepaid Homestead, Florida with delivery to the location specified at the time of order.

2.15 BIDS BINDING:

All Bids submitted shall be binding for 365 calendar days following the Bid Opening.

End of Section

SECTION 3- INFORMATION REQUIRED FROM BIDDER

(To be submitted with Bid)

3.1 BID SUBMITTAL & REQUIRED FORMS:

All Bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, ONE (1) MARKED ORIGINAL AND TWO (2) COPIES and a USB FLASH DRIVE or CD of bid submittal shall include the completed Bid Form, ADA Disability Nondiscrimination Statement (attached), Business Entity Disclosure Statement (attached), Bidder Qualifications (attached), PEC form (attached), Reference Questionnaire (attached), Performance Survey (attached), Vendor Application (attached), W9 form (attached) and all required product information and any other items as indicated in this Section, bid form or any part of this Invitation to Bid must be returned, properly completed, in a sealed envelope as outlined in the General Conditions. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

3.2 ADDENDA:

Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

3.3 EXCEPTIONS TO SPECIFICATIONS:

Bidder(s) shall list any exceptions to specifications on the Bid Form and shall reference the section. Any exceptions to these Sections may be cause for the bid to be considered non-responsive.

3.4 LICENSING:

Bidder(s) shall submit, with their bid, a copy of their valid occupational/business license and State registration [Florida State Registration can be located and printed at www.Sunbiz.org. Bidder must also submit certificates of competency, licenses or any other certification necessary to complete the Contract.

3.5 INSURANCE:

This is a mandatory requirement, please be sure to fulfill each requirement listed below. The City reserves the right to deem your company non-responsive/responsible in the case in which Certificates of Insurance do not comply with the requirements of the City.

Throughout the term of this agreement and for all applicable statutes of limitation periods, Bidder shall maintain in full force and effect the insurance coverage set forth in this article.

- 1 All Insurance Policies shall be issued by companies that are authorized to transact business in the State of Florida, and have an A. M. Best's rating of A-VI or better.
- 2 All Insurance Policies shall name and endorse the following as additional insured's: The City of Homestead, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder with an ISO CG2010 Additional Insured endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors,

and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

- 3 All Insurance Policies shall be endorsed to provide that (a) Bidder's Insurance is primary to any other Insurance available to the additional insured's with respect to claims covered under the policy and (b) Bidder's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.
- 4 If the Bidder fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to the City and if not submitted with the executed agreement in no event exceed three (3) calendar days after request to submit certificate of insurance, the Bidder shall be in default, and the Contract shall be rescinded. Under such circumstances, the Proposer may be prohibited from submitting future solicitations to the City.
- 5 Bidder shall carry the following minimum types of Insurance when services, installation/labor and any instance where your firm will be on the City premises (**Commercial General Liability is to be carried by all Contractors**):

3.5.1 WORKER'S COMPENSATION: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Bidder shall carry Worker's Compensation Insurance with the statutory limits, which shall include employers' liability insurance with a limit of not less than \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 for aggregate disease. Policy(ies) must be endorsed with waiver of subrogation against the City and is limited to the extent any claim is caused by Bidder.

3.5.2 BUSINESS AUTOMOBILE LIABILITY INSURANCE: Bidder shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

3.5.3 COMMERCIAL GENERAL LIABILITY: Bidder shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars (aggregate) and one million (\$1,000,000.) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service

Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

3.5.4 Umbrella or Excess Liability Insurance: Bidder may satisfy the minimum liability limits required above by providing proof of an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. Bidder agrees to name and endorse the City of Homestead, its officers, agents, employees and council members as additional insured's. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Bidder, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

6 Bidder shall provide of the City of Homestead's Contract Administrator/Buyer with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Bidder's receipt of Notice of Intent to Award the Contract and, at any time thereafter, upon request by the Contract Administrator/Buyer. It is the BIDDER'S responsibility to ensure that the Contract Administrator/Buyer has a current Insurance Certificate and endorsements at all times.

7 Bidder's Insurance Policies shall be endorsed to provide the City with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

City of Homestead
Attn: Procurement & Contract Services Division
450 SE 6th Avenue
Homestead, FL 33030

8 If Bidder's Insurance policy is a claims made policy, then Bidder shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

9 In any of Bidder's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

10 The provisions of this article shall survive the expiration or termination of this agreement.

11 PAYMENT: If any of the insurance policies required under this Article above lapse during the term of this agreement or any extension or renewal of the same, Bidder shall not receive payment from the City until such time that the City has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Article that is effective as of the lapse date. The City, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to Bidder.

12 RENEWAL OF INSURANCE: Bidder shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the Contract term. If the insurance certificate/endorsements are scheduled to expire during this period, Bidder shall be responsible for submitting a new or renewed insurance certificate/ endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the Contract term, the City shall suspend this Agreement until such time as the new or renewed certificate/endorsements are received by the City.

13 MINIMUM COVERAGE: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder of liability in excess of such coverage, nor shall it preclude the City from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

3.6 BID BOND:

Refer to Section 1.22.

3.7 REFERENCES:

Each Bid must be accompanied by a list of references [minimum of six], of clients or government organizations for which the Bidder is currently furnishing or has furnished similar services. References shall include the name of the company, a contact person, telephone number, fax number, and email address. (Use the Bidder Qualification Form, Section II, References to list references).

In addition, Bidder's are requested to provide their clients with the Reference Questionnaire attached herein, and Bidder shall include completed client reference questionnaire forms with their bid. It is the responsibility of the Bidder to ensure timely responses and the return of the questionnaires from their client references. Each bid must have a minimum of three (3) of the six (6) references required complete the attached reference questionnaire. Only forms completed by the client references themselves will be considered. NO BID WILL BE CONSIDERED WITHOUT THIS LIST OR COMPLETED QUESTIONNAIRES.

The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

3.8 WARRANTY/GUARANTEE:

The successful bidder will be required to guarantee all work performed. Guarantee shall be described in detail on the attached Bid Form.

3.9 BIDDER QUALIFICATIONS:

In order for Bids to be considered, Bidders must submit with their Bid, evidence that they are qualified to satisfactorily perform the specified Work. A Company Profile shall be provided and must include evidence and all necessary information to certify that the Bidder:

Required

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Maintains a permanent place of business [i.e. length of time in business, minimum of two (2) years];
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services];
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Has not had just or proper claims pending against him or his work;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. List of any pending or past litigation including all its principals and officers with the City;
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of work for the last five (5) years.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Has available the organization and qualified manpower to do the work [i.e. number of employees, size of warehouse, office, location]; and
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Has adequate financial status to meet the financial obligations incidental to the work, including sufficient bonding capacity.

End of Section

SECTION 4- TECHNICAL SPECIFICATIONS

4.1 MOTOR REPAIR SPECIFICATIONS FOR RANDOM WOUND MOTORS UP TO 600 VOLTS, ALL FRAMES & PUMP REPAIR SPECIFICATIONS AND REQUIREMENTS

4.2 PURPOSE:

These specifications outline a sequence of steps to be followed in order to obtain a quality and reliably repaired motor. This procedure will be the standard by which all random wound motors are repaired for the City of Homestead.

Any deviation from these specifications must be approved by the authority having jurisdiction for a specific motor only. All facilities performing the work shall demonstrate competence by having been engaged in the business of repairing elector motors for at least five years. Customer reference lists shall be provided to the City of Homestead. The basic work will include preliminary incoming inspection and test of windings and all parts to determine which repairs are necessary.

4.3 GENERAL:

All motor repair work to comply with IEC, NEMA, EASA and IEEE standards and recommendations.

All motors disassembled and repaired shall have new bearings installed.

All bearings shall be SKF brand or approved equal. All bearings shall be heated by induction not to exceed 200 degrees F.

All rewound motors must produce essentially the same torque, speed, horsepower, efficiency, power factor and temperature characteristics as the original winding. When requested, redesigns will be authorized when reviewed by engineering.

All rotors shall be computer balanced to ISO 1940 g2.5. Balance reports shall be generated for all rotors.

Shaft damage shall be repaired by welding, stress relieving and machining to final size. All shaft surfaces shall be machined to a 250 Finish.

Finished shaft diameters shall conform to NEMA standards.

In the event the anticipated repairs of the motor are equal to, or greater than, 65 percent of the cost of a new replacement motor, specific authorization from the owner representative is required before proceeding. This will apply to all NEMA frames. Motors designated as critical application shall be completed under expedited schedules. An owner representative must authorize overtime.

All performance based materials, i.e., conductors, insulation and bearings will be new and first quality. Broken parts not covered in the original work scope and must be quoted and replaced. All motors must be restored to original operating parameters.

All replacement hardware must be minimum SAE Grade 5 with zinc or cadmium plating. All bolts, washers, and nuts are to be American made.

All parts replaced shall be held for owner's inspection.

Motor service providers must have a quality control program and a copy of its Quality Assurance manual and General Shop Procedures and shall be provided to the City of Homestead for acceptance.

4.4 RECEIVING:

All measurements, from the receipt of the motor in the service shop, through the final testing, shall be recorded on appropriate forms.

The forms shall be filed separately and available to the owner as part of the repair documentation.

All motors will be assigned a work order number. This number will be used to identify all repair work and data for this machine.

Every motor shall have a stainless steel tag with corrosion resistant pins attaching the tag to the motor frame. This tag shall contain the name of the motor repair shop, the date of repair, and the assigned repair number.

A dated photograph of the motor as received will be taken and maintained in the files available to the owner.

A written inspection form will be completed including:

- Complete nameplate data;
- Special owner instructions;
- Record mechanical damage to frame, brackets, shafts, caps, rotors, stators, etc.
- Preliminary Megger readings taken at 500 Volts;
- Failure Analysis and cause;
- Record customer accessories such as half couplings, pulleys, etc.

4.5 RECEIVING, DISASSEMBLY AND TEST:

Motors shall be carefully disassembled so as not to damage any of the component parts. Wedging as a means of separating parts shall be done only when absolutely necessary. Machine surfaces shall not be scarred with wedge or hammer marks. When required, parts shall be match-marked for re-assembly.

4.6 TESTING:

All motors will be given a surge comparison and megger test. If it is determined that a stator rewind is required, a core loss test of the machine is to be performed and recorded before stripping or any other corrective work is done. Results are to be clearly stated in a computerized format. The results should state watts loss per lb., amper turns per inch, volts applied, current drawn and watts consumed. The core loss testing is to be conducted with a calibrated instrument of sufficient capacity to generate 85,000 lines of flux in the stator back iron with capability for defining nominal, marginal and high loss cores. No work is to be performed until authorized by an owner representative.

4.7 CLEANING:

All windings and parts are to be cleaned, preferably by steam cleaning, or by use of a detergent that will not harm the insulation system. All windings and parts must be free from dirt, grease and oil, and properly dried in a temperature-controlled oven. All cleaning agents must be completely removed. Wound stators should be dried in a natural gas fueled oven at temperatures not to exceed 90 degrees C until a megger reading of 4 megaohms corrected to 40 degrees C is reached. If this value cannot be reached, the owner is to be notified immediately.

4.8 REWINDS:

All motors shall be rewound with magnet wire according to NEMA MW 35. Insulation systems must be designed for Class F 155 degree C operation with Class B temperature Rise. Motors above 150 HP shall be rewound with QUAD enamel insulated magnet wire.

All connections shall be brazed with silver bearing alloys that will be mechanically strong enough to withstand normal operating conditions. Any fluxes inhibitors or other compounds, when employed shall be neutralized after using. All connections and splices shall be so constructed as to have a resistance equal to or less than the conductors of the winding.

Jumpers and stubs are to be insulated with grade C fiberglass sleeving.

Windings must be tight in the slot in fillers as required.

Coil end turns must be laced with glass roving or equal.

Where thermal devices or winding heaters are installed, they will be replaced with appropriate kind/type (as per IEEE std.).

Magnet wire shall have the proper current carrying capability equal to or greater than the original manufacturer's specification.

All jumpers, stubs, coil heads and cables are to be securely lashed with glass tape.

Lead wire will be non-wicking, Class F minimum rating, with crimped compression type lugs on each lead. Lead wire shall be EPDM, Neoprene or approved equal. They shall be left at the same length and markings as the original. Each lead is to be marked with a marking of sufficient durability to withstand normal handling. Leads will be internally protected from abrasion on the core and frame and secured in place.

State lead opening shall be sealed on all TEFC motors with Chico Compound or approved equal.

Thermal protectors shall be checked for continuity and insulation resistance defects. Replacement of protectors shall be identified with original in tripping characteristics. Removal of protectors shall be done only with owner's consent. All coils shall be machine wound on group diamond or continuity type heads and inserted in the slots with a minimum of cross over. Two Vacuum pressure impregnation Cycles of an approved polyester or epoxy varnish is required. Tank dimensions and characteristics shall be submitted to the City of Homestead for approval.

The finished winding is to be surge comparison tested and high potential tested at levels recommended by IEEE, NEMA and EASA specifications.

4.9 ROTOR:

Rotor laminations must be firm and secure on the shafts or support sleeves and the sleeve secured on the shafts.

All slot conductors must be free of open circuits and have the same conductivity as the original. End rings shall be joined to the slot conductors to maintain the same end ring resistance. All rotors shall be given a core test with a LEXSECO 2125B to detect open bars.

Install Alemite type greased bearings per manufacturer recommendation. Fill the bearing with TEXACO Polystar RB2 grease or approved equal. Remove bottom plug and run for fifteen (15) minutes to drain excess grease, reinstall plug. All grease pipes are to be cleaned and have a proper cover.

4.10 SEALS AND SLINGERS:

In all cases, install pulley end shaft slingers on all motors.

Labyrinth type seals must have the teeth pointed as original. Oversize seals shall be replaced or repaired by one of these methods:

- Machine out teeth and make a replaceable insert;
- Weld tips of teeth and re-machine points.

Seals shall not be repaired by metal spraying to build up teeth.

4.11 FANS:

The integrity of the fan shall be determined prior to use.

The fan bore must be in good condition and of the proper size. If re-boring and/or re-bushing is required, the new finished bore shall be concentric and perpendicular to the fan outside diameter.

Where applicable, steel clamping bolts for fans shall be replaced at each overhaul. Alloy or non-ferrous bolts may be re-used after inspections.

If fan replacement is required, the replacement is to be corrosion resistant Glastic, or equivalent if at all possible, with the same diameter and number of blade as the original.

4.12 BEARING HOUSINGS:

Housings for anti-friction bearings that have enlarged bores may be repaired by sleeving only. The sleeves shall be shrunk fit into bored housings, then machined to correct size.

Bores must be concentric and perpendicular to aligning surface of the housing.

Lubricant and RTD entry and exit holes shall be reproduced and aligned in the sleeve.

Frames, end brackets, conduit boxes, and other mechanical parts will be inspected for damage and repaired or replaced as required. Any cracks or breaks must be repaired and all fits brought to standard dimensions.

Before assembly, all machined surfaces shall be inspected to assure that they are free of paint, sealant or other materials that would prevent metal to metal contact. Particular care must be given to assure insulating epoxy is cleaned from all machine fits and from stator bore (assuring air gap clearance).

All machined surfaces shall be lightly honed with an abrasive stone to remove any burrs that might be present. The support feet or flanges must be completely cleaned. All varnish residues, rust or any contaminant must be removed to assure a flat surface.

4.13 FINAL ASSEMBLY:

All tapped holes should be complete free of sand, rust, paint, etc. Broken screws or bolts shall be removed. Tapped holes shall be chased with a bottom tap to assure threads are clean and in good condition.

Holes with threads stripped shall be repaired to original hole size with thread restoring inserts such as HELICOIL.

All damaged bolts, screws and studs shall be replaced with American made hardware.

All replacement screws shall be of equal or greater strength.

Forcing or hammering shall not be employed.

Machined parts that are to be assembled, especially machined fits, shall be drawn up evenly with the accepted sequencing tightening method. Final tightening shall be done in the same fashion.

All bolts and studs shall be tightened to the stress levels recognized as good practice. If necessary to achieve this, torque wrenches must be used. Air wrenches shall not be used on re-assembly.

Nameplates are to be readable and to contain all pertinent information. If necessary, a new nameplate should be installed adjacent to the old one.

4.14 EXTERNAL:

Motors shall be externally cleaned and refinished with epoxy gloss finish, specifically Porter 4200 Series or City approved equal. Unless otherwise specified by the City, the color shall be machinery gray.

4.15 FINAL TEST:

The repair facility shall have a 3-phase transformer bank with sufficient capacity to start all motors across the line. Minimum input capacity shall be 500KVA. Every motor is to be run at full voltage, no load, for a one-hour period to verify float, vibration levels, phase current balance, and no load temperature rise. Magnetic center is to be scribed on shaft over machining blue due dye on sleeve bearing type motors.

4.16 DOCUMENTATION:

Furnish the City of Homestead with a report of repairs including the following data:

Results of all tests that may have been performed, volts, amps, watts, phase resistance, float and vibration.

Some motors will be specified for full load tests. Other motors will be specified for IEEE 112 efficiency test.

4.17 SHIPPING:

Check motor original photograph to ensure all attachments are in place and conduit box is properly installed.

Inspect for general quality of finish and assembly.

Block shaft and protect with rust inhibitor.

Attach complete copy of shop repair documentation report to motor.

Skid and cover against weather.

4.18 PERCENTAGE ABOVE VENDOR COST:

Bids for parts and supplies for equipment items which are not specified herein shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness. See Section 1.75 Audits, as the City reserves the right to audit all historical and current invoicing for pricing during the term of this contract.

4.19 HOURLY RATE:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

Hourly labor rates are specified as follows:

Hourly Labor Rate I — Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

Hourly Labor Rate II — Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

ELECTRIC MOTORS

Item	Manufacturer	Model Number	Description
WATER / WASTEWATER TREATMENT ELECTRIC MOTORS			
Digester Air (3)	Louis Allis Co.	#19257L2M18	75hp
Digester Air (4)	U.S. Electrical Motors	C5455-00-593	75hp
	Newman Electric Motor		150hp, 1775 rpm, 460 volt, 172 amp, 60 cycle, 3 phase, internal heaters (220 volt), frame 444TPH
High Thrust	U.S. Electrical Motors		125hp, 1770 rpm, 460 volt, 148 amp, 60 cycle, 3 phase, internal heaters (220 volt), fame 405TP
	General Electric Motor		100hp, 1770 rpm, 480 volt, 113 amp, 60 cycle, 3 phase, internal heaters (220 volt), frame B404TP16
	General Electric Motor		125hp, 1765rpm, 460 volt, 147 amp, 60 cycle, 3 phase, external heaters (220 volt), fram B444TP16
UTILITIES ELECTRIC MOTORS			
Item / Frame	Manufacturer	Mode Number	Description
Induction Motor / 2K324U		5K6257XC13A	440 v., 25 hp, 1750 rpm
GE Water Pump TBDP A365UP	GE		220/440 v., 50 hp, 1770 rpm
R/W Pump 254TP	Westinghouse		230/460 v., 15 hp, 1750 rpm
J/W Pump 405T		13MA874760G1D7	460 v., 100 hp, 1770 rpm
364TS		5K6257XJ120A	230/460 v., 40 hp 1775 rpm
Cooling Tower Pumps 326TP12		L10514	40 hp, 1770 rpm
L/O Pump / 445T			460 v., 75 hp, 890 rpm
L/O Pump KZK / 444U			220 v., 60 hp, 1175 rpm
J/W Pump / 364U			220/440 v., 25hp, 1200 rpm
Blower QZBK RSX 686Z			4160 v., 450 hp, 3561 rpm
DGZD Exciter / 326AS			250 v., 1750 rpm
Air Comp / 284T		12531T	230/460 v., 25 hp, 1760 rpm

Item / Frame	Manufacturer	Model Number	Description
RZ1305		DG X80878 Exciter	125 v., 1450 rpm
254TP		680B276G43	230/460 v., 15 hp, 1750 rpm
405T		51-377-695	460 v., 100 hp, 1770 rpm
346TS		13MA874760-G1DZ	230/460 v., 40 hp 1775 rpm
326TP12		5K6257XJ120A	230/460 v., 40 hp 1175 rpm
445T		11MA874760-G1EZ	230/460 v., 75 hp 890 rpm
324T		51-394-731	230/460 v., 40 hp 770 rpm
364T		18MA874760-G1DZ	230/460 v., 40 hp 1775 rpm
364T		959259	230/460 v., 40 hp 780 rpm
RS365	Fairbanks Morse		220/440 v., 20 hp 1775 rpm
2K284U	Fairbanks		208/240/440 v., 15 hp, 1755 rpm
324T	Emmerson		220/440 v., 25 hp 1160 rpm
SK324U	Fairbanks		220/440 v., 25 hp, 1750 rpm
364T	Toshiba		230/460 v., 60 hp, 1760 rpm
286U	Dayton		208/220/440 v., 20 hp, 1765 rpm
364T	Gould		230/460 v., 60 hp, 1770 rpm
256T	Century		230/460 v., 20 hp, 1750 rpm
345T	Reliance		230/460 v., 40 hp, 1780 rpm
324T	Reliance		230/460 v., 30 hp, 1780 rpm
324T	Reliance		230/460 v., 15 hp, 2515 rpm
Cooling Fan Motor / 286T			460 v., 25 hp, 1800/900 rpm

4.20 PUMP REPAIR SPECIFICATIONS AND REQUIREMENTS

The City of Homestead (City) seeks bids from qualified Vendors for providing pump, pump motor, pump control panel repairs and/or replacement to various types of pumps for the Water Department. All work, services, materials, parts, equipment and supplies shall be provided on an as-needed basis, as requested by the City.

Below is a partial listing of various types of pumps currently in use. Please note the numerous pump types, makes, and models. Due to the extensive and varied inventory of pumps, it is the intent of the City of Homestead to procure a non-exclusive agreement with various vendors.

Vendors submitting bids shall disclose what pump manufacturers they represent, as well as their company's experience performing repairs, startup, and troubleshooting on that brand of pump.

The successful bidder, hereinafter "Contractor", shall provide all necessary materials and service to the City of Homestead.

4.21 APPLICABLE CODE, STANDARD AND REFERENCES

All work, equipment, and materials shall be in accordance with the following applicable codes and standards.

National Electrical Manufacturer's Association (NEMA)

American Society for Testing and Materials (ASTM)

Underwriters Laboratories (UL)

All inspections, tests and troubleshooting shall utilize manufacturers' instruction manuals applicable to each particular apparatus.

4.22 REQUIREMENTS

All items supplied under the Agreement resulting from this quote shall be of recent production, unused, and suitable for their intended purpose.

Prepare to demonstrate the capabilities to perform the necessary repairs to pumps including electrical, plumbing and shaft/bowl replacement.

Diagnose and repair pumps to include electrical, plumbing, shaft or bowl replacement, and motor repair or replacement.

Perform the above tasks, preferably in-house with the exception of lift trucks or cranes within 24 hours notification.

4.22.1 Contract Type - Agreement shall be non-exclusive, permitting award to multiple Contractors who will be selected for job order tasks based on company and staff experience and capability, pricing, compatibility with existing equipment, estimated speed of mobilization and repairs, and equipment capabilities.

4.22.2 Warranty – The Contractor shall provide a two year warranty on parts, equipment and labor against all defects in materials and workmanship. Warranty shall be full

compensating for labor and materials to address the warranty repair. Contractor shall provide a written description of their warranty language with their bid proposal.

4.22.3 Response Time – By submitting a bid, Contractor agrees to respond to requests for repairs, warranty work and/or troubleshooting within 24 hours of notice by the City of Homestead.

4.22.4 Hourly Rates – The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

4.22.4 HOURLY RATE:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted.

Hourly labor rates are specified as follows:

Hourly Labor Rate I — Hourly rate for straight time repairs, i.e., from 8:00 A.M. to 5:00 P.M., Monday through Friday (rate is to include labor and travel, parts are not included).

Hourly Labor Rate II — Hourly rate for overtime repairs, i.e., before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays, (rate to include labor and travel, parts not included).

4.22.5 Equipment, Materials, and Components – Any materials, equipment, components and supplies required for repairs and/or replacement of City equipment may be requested/ordered from the Contractor. Contractor shall be compensated for these purchases at the cost plus percentage markup shown on the completed proposal sheet. Unless otherwise approved by the City, all materials, components, and equipment must be new.

The percentage markup must be inclusive of any and all costs associated with salaries, benefits, transportation costs, overhead and profits. A copy of the invoice price for the materials, equipment, components, and supplies shall accompany the invoice to the city.

4.22.6 Repair Estimates – Contractor will provide an estimate for repair in writing before proceeding with any repair work. Estimate shall be provided to the City in a timely manner. When requested, Contractor shall provide an estimate for replacement of the equipment, in lieu of repair. If job estimates cost is deemed unreasonable, the City of Homestead may at its discretion competitively bid the work out as an independent contract. Contractor shall bill for actual work performed according to the contract.

4.22.7 Invoices – All invoices shall include a written description of the work performed and the dates when the work was performed. Hourly rates for field work will commence from the time the Contractor arrives on site and continues until the Contractor departs the site.

The Contractor's employee(s) will inform the City when he/she arrives on site and departs. Contractor will report his/her hours worked through completion of a work summary sheet that will be verified and signed by a City employee. Where appropriate, invoices shall include mileage required for pickup and delivery of equipment. Depending on the work performed, The City of Homestead may hold invoices until required reports are received by the City.

4.22.8 Subcontractors – Contractor shall not use subcontractors to perform work within the Contractor's area of expertise without the express written consent of the City.

4.23 EXAMPLES, BUT NOT LIMITED TO WORK THAT MAY BE REQUIRED:

1. Ability to disassemble large and small pumps for transportation
2. Ability to arrange for transport of large equipment
3. Ability to remove and reinstall pumps and equipment at the job site as required
4. Ability to make repairs on site if required to pumps and motors
5. Design and fabrication of specialty tools or equipment
6. Ability to fabricate experimental parts
7. Ability to cut and bend sheet metal and aluminum
8. Ability to weld (TIG, MIG) and braze
9. Ability to metal stitch component as required
10. Ability to research component parts and order or fabricate replacements
11. Mill and lathe on site
12. CNC (precision numerical control) production
13. Ability to work with non-metallic materials
14. Tool and die design, manufacture and repair.
15. Shop must have a formal quality assurance program.
16. Shop must have material in stock for fabricating parts.
17. Must have outside machinists available
18. Must have the capability to handle valves ranging in size from 2" to 48"
19. Must be able to handle shaft sizes from 6" to 35 Feet in length
20. Ability to balance shafts and impellers of different diameters
21. Ability to conduct vibration analysis on an "as needed" basis

4.24 FIELD SAFETY PRECAUTIONS

Contractor shall be responsible for meeting all federal, state, and local requirements related to workplace safety.

Contractor is required to provide their staff with all personal protective equipment associated with the job requirements.

Contractor shall coordinate with City staff to de-energize equipment prior to initiating field work activities.

PUMPS

Item	Manufacturer	Model Number	Description
WATER / WASTEWATER PUMPS			
Mudwell (2)	Flygt	C-3085	2 hp, submersible
Backwash (2)	Flygt	C-3152	20 hp, submersible
Lift Station (2)	Fairbanks Morse	D5432MV	20 hp, submersible
Waste (5)	Fairbanks Morse	D5432MV	7.5 hp, submersible
Jet (9)	Fairbanks Morse	D5731MS	30 hp, submersible
E.Q. (3)	Fairbanks Morse	DJ5731MV	60 hp, submersible
Tonka Backwash (2)	Fairbanks Morse	7000AW	15 hpr
Reuse System (2)	Ingersoll-Dresser	6L6-2	5 hp
Coolant (4)	Goulds	2ST1H5C4	2 hp
Re-circulation (2)	Goulds	3887	1 hp, submersible
Hydraulic Wipers (2)	Trojan	N/A	1 hp
Drainage (15)	Gorman-rupp	S1/2A3A	1/3 hp, submersible
Drainage (2)	Zoeller	M53-D	1/3 hp, submersible
Supernating (2)	Barnes Pump, Inc.	SE51	.5 hp, submersible
	Marathon		60 hp
	Flygt		5 hp
	Flygt		7.5 hp
	Flygt		3 hp
	Flygt		7.5 hp
	Flygt		3 hp
	Flygt		77 hp
	Flygt		30 hp
	Flygt		10 hp
	Flygt		20 hp
	Flygt		15 hp
	Flygt		47 hp
	Flygt		60 hp
UTILITIES PUMPS			
#8 R.W.	Fairbanks Morse — Pomona Turbine	6977	1 Stage / 1200 EPM
#8 F.O. Transfer	Viking Pump — Houdaille	H432X	
#10 J.W.	Fairbanks Morse	K80448	RPM 1750, Size 6” 5811-?
#10 L.O. Aux.	Geo. D. Roper Corp.	FIG #3600 MHB 10	
#10 Blower Oil Pump	Roper Corp.	3TL548	Type B
#1 Fuel Farm off Loading	Gorman Rupp	84B3-B	
#2 Pump F.O.	Gorman Rupp	84B3-B	

Item	Manufacturer	Model Number	Description
Recovery Pump	Roper		Fig #2AM21 Type 1
Stormwater/Contain Area	Weil Pump	270 UL 3	11.5 hp, class 1, GRP C, D
Pump A – L.O.	Delaval I.M.O.		(H6AD) M87929
Pump B – L.O.	Delaval I.M.O.		Pump Type A313A-187
#20 L.O. Aux	Blackmer, Dover Corp.	X4A	ID #11A1
#20 L.O. Recirc.	Viking Pump / Houdaille	HL 195	
#20 F.O. Supply	Viking Pump / Houdaille	HJ 195	
#20 J.W.	Pacific Pump Co.		Cat. #29-50125-740001
#20 R.W.	Pacific Pump Co.		Cat. #29-40117-740001
#20 L.O.R.A.	Viking	HJ475	
#20 F.O. Transfer	Viking	HJ195	
#2, 3 O.P.L.O. Prelube	Viking Pump Co.		H675H
From Vertical Tank L.O. Supply	Viking Pump Co.	H475M	
#2 J.W. Keep Warm	Burks Pumps		Cat. #3565-1 1/4 SP
#2, 3 R.W.	Fairbanks Morse	6977	2 Stages
#2, 3 F.O. Transfer	Viking Pump Co.		66756
#13 L.O. Prelube	Viking		HL75M
#17 Keep Warm J.W.	Burks		Cat. #T3565-1
#17 F.O. Transfer	Viking	3475M	
#11 Aux. L.O.	Sier-Bath/Gilbert & Parker		(H.P. -60) Type-Screw
#11 J.S..			Vertical Turbine
#11 L.O. Filter	Worthington corp.	36 AUM	8259D Rotary Pump
#11 F.O. Transfer	Viking Pump	H432X	
#11 R.W.	Jacuzzi Bros.	14MSZ1 1-435	
Emerg. R.W.	Smith Way Pump / A.O. Smith Corp. Hydraulic Prod.		Ser. (only) #7352817
#13 – 17 R.W.	Cascade Pump Co.		Ser. #8675 Size 10MF Propeller C6-43 RPM 1760

Item	Manufacturer	Model Number	Description
Make Up Tower	Berkeley Vert. Turbine Pump		(H.P. 7.5) 3 Stage
Emerg. R.W.	Berkeley Vert. Turbine Pump		
#18 R.W.	Pacific Pump Co.		Cat. #29-80123-14
#19 J.W.	Pacific Pump Co.		Cat. #29-8151-150001
#18 F.O. Transfer	Delaval IMO		A313A-187
#19 F.O. Booster	IMO		Part #3242/251 C3EBC-143J
#19 L.O. 1 & 2	Delaval IMO		323FC-550J
Recirc. Oil filter Pump	Delaval IMO		A3DH-218

SECTION 5- AFFIDAVITS/FORMS

BID FORM

Deliver Bid to:
City of Homestead
Procurement & Contracting Services Division
c/o Bids Department
450 S.E. 6 Avenue
Homestead, FL 33030

PUMP & ELECTRIC MOTOR REPAIRS Bid #201419

To be opened and publicly read, **Tuesday, August 7, 2014** at 2:00 p.m.

COMPANY NAME

PHONE NUMBER

VENDOR MAILING ADDRESS

FAX NUMBER

CITY, STATE, AND ZIP CODE

TOLL FREE NUMBER

BID CONTACT PERSON (PLEASE PRINT CLEARLY)

F.E.I.D. NUMBER

TITLE

E-MAIL ADDRESS

1. Parts & Materials at _____% above vendor cost for repair of equipment not specified. (Refer to Technical Specifications, 4.18)

2. Manufacturer Represented – PUMPS (Refer to Technical Specifications, 4.19)

_____	Hourly Rate 1	Hourly Rate II
_____	\$ _____	\$ _____

Manufacturer Represented – ELECTRICAL MOTORS (Refer to Technical Specifications, 4.19)

_____	Hourly Rate I	Hourly Rate II
_____	\$ _____	\$ _____

Please take a minute and let us know how you were notified of this Bid.
CIRCLE ONE

South Dade Newsleader / Daily Business Review / The Miami Herald / City of Homestead Website

Demandstar / Fax sent from City of Homestead / E-mail sent from City of Homestead / Project Engineer

Other (Please be specific): _____

BID FORM

The following are requirements of this bid, as indicated below. Use of this checklist may help ensure that your submission is complete.

Place a check mark in the "Done" column as you complete and enclose each item.
Requirements that do not apply to this Bid will be denoted by "N/A" (not applicable).

Required	Done	Requirement	Found in Section
√		Bid Form	3.1
√		1 (marked) Original, 2 Copies of Bid, and CD of Bid Submittal & Required forms	3.1
√		Acknowledgement of Addenda (if any)	3.2
√		Licenses	3.4
√		Insurance	3.5
√		Reference Questionnaires (3)	3.7
√		Bidder Qualifications & Required form(s)	3.9

This checklist is for your guidance. Please read the entire Bid thoroughly to ensure that your submission is complete.

Exceptions - Reference Section: *If none are stated in your bid, it shall be construed by the City of Homestead that your bid fully complies with all terms, conditions, and specifications).*

****NOTE:** *Attachment of quotations will not be construed as an exception.*

Do you accept Visa cards as a form of payment? ☐ Yes ☐ No

Do you give prompt payment discounts? ☐ Yes, Percentage of discount _____% Term _____ ☐ No

Addendum Received: # _____ # _____ # _____ # _____ # _____ # _____ # _____ # _____ # _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

Authorized Signature (Manual)

Authorized Signature and Title (Typed/Printed)

Date

STATEMENT OF “NO” BID

If your company shall not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of “No” Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of Homestead
Procurement & Contract Services Division
450 S.E. 6 Avenue, Homestead, FL 33030

Reasons for “NO” Bid:

<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)
<input type="checkbox"/>	Unable to comply with product or service specifications.

Comments: _____

This information shall help the City of Homestead in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title: _____

Company Name: _____

Address: _____

E-Mail: _____

Telephone: _____ Facsimile: _____

Contact Name: _____

Signature: _____

Title: _____

**AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY
NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

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: _____ - _____ - _____.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

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

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Homestead ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security #):

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

Street Address	Suite	City	State	Zip
----------------	-------	------	-------	-----

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name

Address

Ownership

_____ %

_____ %

_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

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

Personally known _____

OR

Produced identification _____

Type of identification

Notary Public – State of

My commission expires:

Printed, typed or stamped commissioned name of notary public

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

- 1 By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2 The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3 The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4 The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of Changed circumstances.
- 5 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6 The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7 The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
- 9 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10 Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

DRUG-FREE WORKPLACE PROGRAM AFFIDAVIT

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

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

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SWORN STATEMENT PURSUANT TO 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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF HOMESTEAD, FLORIDA

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 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 misrepresentations.
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, non-jury 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, and 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 relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its 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 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.
- ☐ 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 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 _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

PERFORMANCE SURVEYS

The City of Homestead will be conducting quarterly performance surveys and post project surveys for vendors whom are awarded bids and contracts. Surveys will be sent to the user-departments and will be used as a quarterly monitoring device to gauge performance and to utilize when awarding or renewing contracts.

Definitions:

Monthly Surveys- Vendors whom are performing services on a weekly basis.

Quarterly Surveys- Vendors whom are performing services on a monthly basis.

Post Project Surveys- Vendors who perform a service with a completion deadline [i.e. construction].

Below are some basic questions. Please provide the City with any additional questions you may want included should you be awarded a contract/bid.

Evaluation Instructions

Each evaluator shall provide a score for each criterion shown below, on the basis of the following scale:

5 = Exceeds Expectation 4 = Meets Expectation 3 = Marginally 2 = Below Expectation 1 = Unsatisfactory

	N/A	5	4	3	2	1	Remarks
Public relations/ customer service	<input type="checkbox"/>						
Vendor's performance level	<input type="checkbox"/>						
Ability to meet completion times	<input type="checkbox"/>						
Quality of product/ service provided	<input type="checkbox"/>						
Responsiveness to Emergencies	<input type="checkbox"/>						
Invoice is consistent with contract pricing	<input type="checkbox"/>						

Please add any additional questions you may want for personal reporting.

I understand the above information and have been given a copy of this document.

Company Name (Print)

Authorized Representative Name
(Print)

Authorized Representative Name
(Signature)

Date



REFERENCE QUESTIONNAIRE

*(Please have a minimum of three (3) references
complete this form and submit with Bid documents)*



Giving reference for:
(name of company)

Firm giving Reference:
Address:
Phone:
Fax:
Email:

1. **Q:** Was invoicing consistent with contract pricing?
A:
2. **Q:** Were response times consistent?
A:
3. **Q:** Was the vendor easy to get in contact with? How was their customer service?
A:
4. **Q:** How was their responsiveness to emergency orders?
A:
5. **Q:** Would you use them again?
A:
6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)
A: ☐ **5** *Excellent* ☐ **4** *Good* ☐ **3** *Fair* ☐ **2** *Poor* ☐ **1** *Unacceptable*
7. **Q:** Is there anything else we should know, that we have not asked?
A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title: _____

Print Name: _____ Date: _____



NOTIFICATION OF SOCIAL SECURITY NUMBER COLLECTION AND USAGE

In compliance with Florida Statutes §119.071(5), the City of Homestead Procurement & Contracts Division collects and uses your Social Security number only for the following purposes in performance of the City's duties and responsibilities.

Your Social Security number is used for legitimate employment business purposes in compliance with:

- Completing a Vendor Application in lieu of a FEIN.

NOTIFICATION

Providing a Social Security number in lieu of a FEIN is a condition of becoming a vendor with the City of Homestead.

The City may disclose Social Security numbers to another agency or governmental entity if such disclosure is necessary for the receiving agency or entity to perform its duties and responsibilities.

The City may not deny a commercial entity engaged in the performance of a commercial activity access to Social Security numbers, provided the Social Security numbers will be used only in the performance of a commercial activity, and provided the commercial entity makes a written request for the Social Security numbers.

I understand the above information and have been given a copy of this document.

Company Name (Print)

Authorized Representative Name
(Print)

Authorized Representative Name
(Signature)

Date



CITY OF HOMESTEAD

Vendor Application

Mailing Address:

450 S.E. 6th Avenue
Homestead, Florida 33030

Procurement & Contract Services

450 S.E. 6th Avenue
Homestead, Florida 33030

Tel: (305) 224-4620 Fax: (305) 224-4639

Business Name: _____

Order Address: _____ City: _____ State: _____ Zip: _____

Pay to Address: _____ City: _____ State: _____ Zip: _____
(if different)

Bid Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email Address: _____ Website URL: _____

PO Email Address: _____

Contact Person: _____ Title: _____

Federal I.D. No.: _____ Date Business Established: _____

Business is: ☐ Corporation ☐ Proprietorship ☐ Partnership ☐ Other: _____

Primary business classification (check all that apply):

☐ Retailer ☐ Wholesaler ☐ Manufacturer ☐ Services ☐ Prime Contractor ☐ Sub Contractor

Do you accept Visa cards as a form of payment? ☐ Yes ☐ No

Do you give prompt payment discounts? ☐ Yes, Percentage of discount _____ % Term _____ ☐ No

All applicants are required to provide a copy of your applicable Business Tax Receipts as well as your Worker's Compensation Insurance Certificate.

Please see the enclosed commodity list to properly identify the commodities and/or services, which your firm provides. Please mail completed Vendor Application to the mailing address above.

The undersigned does hereby certify that the foregoing and subsequent statements (including Business Entity Disclosure form) are true and correct.

Name: _____ Title: _____

Print Name: _____ Date: _____

**PLEASE COMPLETE COMMODITY LIST TO PROPERLY IDENTIFY THE COMMODITIES
AND/OR SERVICES WHICH YOUR FIRM PROVIDES**

#	DESCRIPTION	#	DESCRIPTION
005	Abrasives	287	Electronic Components
010	Acoustical Tile, Insulating Material	290	Energy Collecting Equipment
015	Copy Machine Supplies	295	Elevators
031	Air Conditioning & Heating	300	Embossing / Engraving
045	Appliances, Household	305	Engineering Equipment
050	Art Equipment & Supplies	310	Envelopes, Plain, Printed
052	Art Objects	315	Epoxy Based Formulas
053	Automobile Leasing	320	Fasteners, Fastening Devices
055	Auto & Truck Accessories	330	Fencing
056	Bus Accessories	340	Fire Protection Equipment / Supplies
060	Auto & Truck Maintenance Items	345	First Aid & Safety Equipment
062	Bus Maintenance Items	350	Flags, Poles, Banners, Accessories
065	Auto Bodies & Accessories	360	Floor Covering, Installed
070	Auto Major Transportation	365	Floor Maintenance Machine, Parts
075	Auto Shop Equipment & Supplies	390	Food, Perishable
080	Badges & Other Identification Equipment	395	Forms, Continuous Computer
085	Bags, Bagging Ties, Erosion	400	Foundry Casting Equipment
095	Razors, Blades, Etc.	405	Fuel, Oil, Grease & Lubes
100	Barrels, Drums, Kegs, Cartons	415	Furniture, Lab, Special
105	Bearings (Except Wheel)	420	Furniture, Non-Office
120	Boats, Motors & Marine Supplies	425	Furniture, Office
125	Bookbinding & Book Supply	430	Welding Equipment
135	Bricks & Clay Products	440	Glass & Glazing Supplies
140	Brushes, Brooms & Mops	445	Tools, Hand (Not Classified)
145	Brushes (Not Classified)	450	Hardware and Allied Items
150	Builders' Supplies	460	Hoses, All Kinds
155	Buildings, Fabricated	485	Janitorial Supplies
175	Chemical Lab Equipment & Supplies	490	Laboratory Equipment & Accessories
190	Chemicals, Commercial, Bulk	515	Lawn Equipment
192	Cleaning Composition /Solvents	525	Library Mach. & Supplies
195	Clocks	540	Lumber, Woods, Sidings
200	Clothing & Apparel	545	Machinery & Heavy Hardware
205	Computers, Dp & Word Proc.	550	Markers, Plaques, Signs
210	Concrete & Corrgtd. Metals	555	Marking Devices
220	Contrl, Indica, Record Instr	560	Material Handling Equipment
225	Cooler, Drinking Water	570	Metals, Bars, Plates, Rods
232	Crafts, General	575	Microfiche, Microfilm
265	Drapes, Curtains, Upholstery	595	Nursery Stock & Supplies
275	Foods, Staple, Edible	600	Office Machines & Accessories
280	Electrical Cables & Wires	610	Office Supplies, Paper/Ribbons

#	DESCRIPTION	#	DESCRIPTION
285	Electrical Equip & Supply	615	Office Supplies
286	Electric Power Plant Equip.	920	Dp Processing & Software
620	Office Supplies, Inks, Leads	924	Educational Services
625	Safety Equipment	630	Paints, Coating, Wallpaper
635	Painting Equipment & Acc.	925	Equipment & Repair
640	Paper & Plastic-Disposable	930	Equipment Rental
650	Park, Playground, Swimming	932	Financial Services
655	Photographic Equipment	945	Library Services
670	Plumbing Equipment	947	Miscellaneous Services
673	Pipe, Fittings & Valves	955	Construction & Related
675	Poisons: Agricul & Industrial	958	Real/Property Rental
680	Police Equipment & Supply	960	Grounds & Park Services
695	Printing & Silk Screening	962	Recycling Services
715	Publication/Audiovisual	965	Security, Fire/Safety Services
720	Pumps & Accessories	990	Purchase Of Surplus Material
725	Radio & Telecommunication		
730	Television Equipment		Please list below any other service or commodity
735	Rags, Shop Towels, Wiping		
740	Refrigeration Equipment		
745	Road & Highway Materials		
755	Road/Highway Equipment		
770	Roofing Materials		
785	School & Higher Education		
790	Seed, Sod, Soil & Inoculant		
800	Shoes And Boots		
803	Sound Systems & Accessory		
805	Sporting & Athletic Equip		
830	Tanks		
832	Tape		
855	Theatrical Equipment		
863	Tires And Tubes		
870	Venetian Blinds Etc		
880	Visual Education Equipment		
885	Water Treating Chemicals		
890	Water / Sewage Treatment Equip		
895	Welding Equipment/Supply		
905	Aircraft		
910	Building Maintenance/Repair		
915	Communication / Media Services		

W9 FORM

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																	
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)																																		
	Business name/disregarded entity name, if different from above																																		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____																																		
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____																																		
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																	
	City, state, and ZIP code																																		
	List account number(s) here (optional)																																		
Part I Taxpayer Identification Number (TIN)																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																			
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="3">-</td><td colspan="3">-</td><td colspan="5"></td></tr></table>			Social security number																						-			-							
Social security number																																			
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<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="11" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td></tr><tr><td colspan="3">-</td><td colspan="8"></td></tr></table>			Employer identification number																						-										
Employer identification number																																			
-																																			
Part II Certification																																			
Under penalties of perjury, I certify that:																																			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and																																			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and																																			
3. I am a U.S. citizen or other U.S. person (defined below), and																																			
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																			
Sign Here	Signature of U.S. person ▶	Date ▶																																	
General Instructions																																			
Section references are to the Internal Revenue Code unless otherwise noted.																																			
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9 . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.																																			
Purpose of Form																																			
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.																																			
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:																																			
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),																																			
2. Certify that you are not subject to backup withholding, or																																			
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and																																			
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.																																			
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.																																			
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:																																			
• An individual who is a U.S. citizen or U.S. resident alien,																																			
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,																																			
• An estate (other than a foreign estate), or																																			
• A domestic trust (as defined in Regulations section 301.7701-7).																																			
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.																																			

Cat. No. 10231X

Form **W-9** (Rev. 8-2013)

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BIDDER QUALIFICATIONS

Instructions

1. Please read these instructions carefully and respond to all questions and attach all requested forms/documents.
2. The items you will need to attach are based on your responses:
 - a. Financial Statements
 - b. Current and Past Project Experience
 - c. Minority, Woman, or HUB Certification Letter
 - d. Safety Program Policy
 - e. Drug and Alcohol Program Policy
 - f. Applicable State Licenses.
 - g. Business License to perform work in Florida and state registration located at www.sunbiz.org.
 - h. OSHA Logs
 - i. CSI Code Listing – Please check the CSI Codes related to your scope(s) of work.
 - j. Insurance requirements:
 - ❖ Certificate of Insurance
 - Certificate Holder: City of Homestead
 - "The Certificate Holder is an additional named insured in accordance with Bid No.:"
 - k. IRS W-9 Form, Request for Taxpayer Identification and Certification (Revised September 2007).
3. **DO NOT FAX THIS FORM.** Form must be returned with bid submission.
4. The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. Do not complete this form if you have completed AIA A305.

Company Profile:

Section I – Company Information

1) Maintains a permanent place of business

Classification:

Company Name: _____

Corporation ☐

Mailing Address: _____

Partnership ☐

City, State, Zip: _____

Individual ☐

Street Address: _____

Joint Venture ☐

City, State, Zip: _____

Other ☐

Principal Office: _____

Dun & Bradstreet No.: _____

City, State, Zip: _____

Federal ID or SS
#: _____

Phone: _____

E-mail: _____

Fax: _____

Website: _____

Contact Name: _____

1. In what year was your firm established?

2. How many years has your organization been in business under its present business name?

List any former names your organization has operated under:

3. _____

4. Is your company a subsidiary or affiliate of another firm? Yes ☐ No ☐

If yes, what is the parent company's name? _____

5. If your organization is a corporation, to include limited liability corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

Name of CEO: _____

Name of President: _____

Name of Vice President(s): _____

Name of Secretary: _____

Name of Treasurer: _____

6. If your organization is a partnership, to include limited liability partnership, answer the following:

Date of partnership: _____

Type of partnership
(if applicable): _____

Names of General Partners: _____

7. If your organization is individually owned, answer the following:

Date of organization: _____

Name of owner: _____

8. If the form of your organization is other than those listed above, describe it and name the principals:

9. Is your firm currently certified as:

☐ Minority Owned

☐ Woman Owned

☐ Socially & Economically Disadvantaged Business

2) Has technical knowledge and practical experience included in this scope of work

(Any certifications, or training that you company goes through, along with years of experience using these products or providing these services)

A) Licensing

1. Has a complaint ever been filed with a State Licensing Board against your firm?

If yes, please describe:

2. Indicate licenses, with license numbers, for which you are qualified to do business, (i.e. electrical, fire protection, state and county business licenses, etc.).

License type _____	License number _____
License type _____	License number _____

B) Experience

1. Provide the specific categories of work that your organization normally performs (see last three pages of this form).

2. Has your organization within the last five years ever failed to complete any work awarded?

Yes ☐ No ☐

If yes, please describe:

3) Resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team

Please attach on a separate sheets.

4) Has not had just or proper claims pending against him or his work

1. Are there any judgments, claims, or arbitration proceedings or suits pending or outstanding against your organization or its officers within the last five years?

Yes ☐ No ☐

If yes, please describe:

2. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? Yes ☐ No ☐

If yes, please describe:

3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? Yes ☐ No ☐

If yes, please describe:

5) List of any pending or past litigation including all its principals and officers with the City

A) History of Litigation:

Please list any pending or past litigation the company has been a party to during the past five years.

Opposing Party: _____

Court in which the case is/was heard: _____

Case Number: _____

Nature of Dispute: (Include description of all claims, defenses, cross claims and counter claims)

Opposing Party: _____

Court in which the case is/was heard: _____

Case Number: _____

Nature of Dispute: (Include description of all claims, defenses, cross claims and counter claims)

B) History of Citations/Violations:

Please list all safety or environmental citations/violations the company has received in the past five years.

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

Project Name: _____

Date of Citation: _____

Nature of Citation: _____

6) Has performed similar type, size and complexity of such project, evidence will consist of listing the type of project and nature of work for the last five (5) years.

1. **On a separate sheet**, list 5 major projects your organization has *in progress* for the scope of work that you are bidding on. Provide the following information for **each** project:

- Project Name
- Owner
- Architect
- General Contractor
- GC contact name & phone number
- Contract amount
- Percentage complete (your scope)
- Percentage of subcontracted work
- Scheduled completion date

2. **On a separate sheet**, list 5 major projects your organization ***has completed*** for the scope of work that you are bidding on in the last five years. Provide the following information for **each** project:

- Project Name
- Owner
- Architect
- General Contractor
- GC contact name & phone number
- Contract amount
- Scope of Work
- Date of completion
- Percentage of work performed with your own forces

3. Indicate the type of projects in which your company has experience: (*check all that apply*)

- ☐ Commercial/Mixed Use ☐ Cultural/Community ☐ Health Care ☐ Industrial ☐ Institutional/
Educational
- ☐ Residential ☐ Senior Living

4. In what geographic range from your principle office are you are willing to travel:

- ☐ +/- 100 Miles ☐ +/- 200 Miles ☐ +/- 400 Miles ☐ Any Areas _____

5. Indicate the size projects your company can perform: (*check only one*):

- ☐ < \$50K ☐ < \$100K ☐ \$100 - \$500K ☐ \$500K - \$1M
- ☐ \$1M - \$2M ☐ \$2M - \$5M ☐ \$5M - \$10M ☐ >\$10M

6. What scope(s) of work do you typically subcontract to other companies?

7) Has available the organization and qualified manpower to do the work

1. Indicate the number of employees: _____
2. Indicate size of warehouse(s), if applicable: _____
3. Is there more than one office location: Yes ☐ No ☐
If so, please list

Street Address:

City, State, Zip:

**8) Financing – Has adequate financial status to meet the financial obligations incidental to the work.
(This information is kept confidential)**

1. Attach three years of audited financial statements, including your organization's latest balance sheet and income statement.

2. Will the organization whose financial statement is attached act as guarantor of the contract for services? Yes ☐ No ☐
3. Please indicate below the annual sales volume for the last five (5) years?
- | | | | | | | | | | | | |
|------|-------|----|-------|------|-------|----|-------|------|-------|----|-------|
| Year | _____ | \$ | _____ | Year | _____ | \$ | _____ | Year | _____ | \$ | _____ |
| Year | _____ | \$ | _____ | Year | _____ | \$ | _____ | | | | |
4. What is your backlog?
- | | | | | | | |
|--|--------------|-------|---------------------------------|-------|----------------------|-------|
| | As of today? | _____ | As of last financial statement? | _____ | As of 12 months ago? | _____ |
|--|--------------|-------|---------------------------------|-------|----------------------|-------|
5. Attach your company's IRS Form W-9, Request for Taxpayer Identification and Certification (Rev. October 2007)
6. Attach evidence of sufficient bonding capacity for this project in the form attached.

Section II - References

1. **On a separate sheet**, list 6 trade/credit references. Provide the following information for each reference:
- Company Name
 - Address
 - Telephone Number
 - Contact Name
2. List bank reference. *(Use a separate sheet for additional references)*
- Name of Banking company: _____
- Address: _____
- Telephone number: _____
- Contact person: _____

Section III - Safety & Loss Prevention

1. Please attach your safety policy with your MSDS.
2. Please attach your last three years OSHA 300 and C200 Logs.
3. In the last 3 years, has your company ever received a Serious, Willful, or Repeat violation under the OSHA Construction or General Industry Standards? Yes ☐ No ☐
- If yes, please list the OSHA Standard your company was cited under and if any monetary fines were paid.*
4. Please list your company's last three years Experience Modification Rate (EMR).
- | | | | | | |
|------|-------|------|-------|------|-------|
| 2011 | _____ | 2012 | _____ | 2013 | _____ |
|------|-------|------|-------|------|-------|
5. Please attach your substance abuse policy.

6. Provide a copy of your current certificate of insurance (General Liability, Auto, Workers' Compensation & Excess Liability).

Agent's Name: _____ Phone number: _____

7. Complete the bonding information. *(Please complete this section and submit the bond form in bid documents)*

Name of Bonding/Surety company: _____

Agent Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Bonding Rate: _____

Bonding Capacity – Per Project: \$ _____ Aggregate: \$ _____

Section IV – Signature

being duly sworn, deposes and says that the information provided on the

Qualification application herein is true and sufficiently complete so as not to be misleading.

Firm Name: _____

By: _____

Title:

Dated this ____ day of _____, 20____

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public: _____

My commission
expires:
