



City of Doral

Invitation to Bid

Park Volleyball Courts

Lighting

ITB # 2011-06

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City of Doral

Invitation to Bid

Park Volleyball Courts Lighting

ITB # 2011-06

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Yvonne Soler-McKinley, City Manager, City of Doral, 8300 NW 53rd Street, Suite 100, Doral, Florida 33166 until **10:00 am on Tuesday, February 15, 2011**. The submittals shall be clearly marked **“Park Volleyball Courts Lighting ITB# 2011-06”**.

All submittals shall be publicly opened and recorded on February 15, 2011 at 10:00 am. Late submittals shall not be accepted or considered.

Respondents are to deliver **One (1) original and three (3) copies** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral Park's Department is seeking bids from qualified licensed Contractors for a complete installation of a lighting system to include, but not limited to, poles, lighting, electrical, permitting and all other items as specified in the bid document. Installation location is at Morgan Levy Park located at 5300 NW 102nd Avenue, Doral, FL 33178.

All questions or comments should be directed to the following email at doral@munipro.com.

All inquiries must reference **Park Volleyball Courts Lighting ITB# 2011-06** in the subject line. **No phone calls will be accepted in reference to this ITB.**

Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written amendment.

Solicitations may be found via the City of Doral website under Procurement. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

Solicitation Response Form

ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB# 2011-06 Park Volleyball Courts Lighting

Due Date: February 15, 2011 at 10:00 am

Delivery Location: City of Doral
City Manager's Office
8300 NW 53rd Street, Suite 100
Doral, FL 33166

Submitted by:

(name of company and address)

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

of originals: ____ # of copies: ____ # of CD copies: ____

1.0 INSTRUCTIONS TO PROPOSERS

This proposed procurement is authorized by the City Manager of the City of Doral, Florida. The conditions of this bid are mandatory. The instruction to Proposers, the General Condition, all Forms, the Insurance Requirements, the Special Conditions, the Scope of Work, the Bid Response form, and the Purchase Order are collectively and integrally part of the contract between the City and the successful Proposer.

1.1 DEFINITIONS

1.1.1 We/Us/Our/City

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.

Authorized Representative

The user Department's Contacts for interaction regarding contract administration.

1.1.2 You/Your

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon awarding of this contract.

Proposer

Any business entity submitting a response to this solicitation.

Successful Proposer

The Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Council, and a contract will be executed for the provisions of

the goods and/or services specified in the ITB and a Notice of Commencement will be issued.

1.1.1 Request for Proposals (RFP)

A solicitation is a formal sealed proposal, this entire document, including attachments. The kind of information this solicitation seeks is indicated by the title appearing at the top of the first page. A “Request for Proposals” (RFP) is normally used when considering solutions which may not vary significantly from each other or from initial expectations, and/or where the award is not solely based on price.

1.1.2 Bid

The written, sealed document submitted by the Proposer according to the ITB instructions. A response to this ITB shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

1.2 CLARIFICATION

Questions regarding this ITB should be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

1.2.1 Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City’s Procurement webpage. If necessary, a new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by the Proposers for the preparation of Bid related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division.

Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the Bid documents. No person is authorized to give oral interpretations of, or make oral changes to the bid. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 BID FORMAT AND SIGNATURES

To receive consideration, BID must be submitted on the BID forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Bids must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8300 NW 53 Street, Suite 100, Doral, FL 33166. Bids by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Submittal, with three (3) copies and two (2) CDs containing a PDF file of all documents submitted, must be presented to the City Manager's Office, 8300 NW 53 Street, Suite 100, Doral, FL 33166 at or prior to the time noted on the bid opening date. Bids received after that time will not be accepted. It will be the sole responsibility of the Contractor to deliver their Bid to the City Manager's Office on or before the closing hour and date indicated. Bids shall be submitted in a sealed envelope/box clearly marked in the exterior **"Park Volleyball Courts Lighting ITB# 2011-06"**.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

ANY SUBMITTAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

1.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent

with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.7 WITHDRAWAL OF BID

A Contractor may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening Bids**. The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Contractor. No oral bid modifications will be considered.

1.8 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Contractor. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Contractor and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.9 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.10 INQUIRIES

Any questions regarding this Bid should be directed in writing to the Procurement Division via email at Doral@munipro.com. All inquiries must have in the subject line the following: **Park Volleyball Courts Lighting ITB# 2011-06**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the ITB must submit them via email on or before the close of business at 5:00 pm, February 8, 2011. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Contractors. In addition, inquiries and responses may also be posted on the City of Doral website.

1.11 PURPOSE

The purpose of this ITB is to establish a contract, by means of sealed Bids, to procure a qualified company(s) to provide for the installation of a lighting system at “Morgan Levy Park” located at 5300 NW 102nd Avenue, Doral, FL 33178. The project shall require a completion time frame within ninety (90) days from award of contract.

1.12 DUE DATE

All Bids are due no later than Tuesday, February 15, 2011 at 10 am, EST or any time prior thereto at the City Manager’s Office, City Hall, 8300 NW 53 Street, Suite 100, Doral, FL 33166. All bids received will be publicly open on the date and the time specified. All bids received after that time shall be returned, unopened.

Original Submittal and three (3) copies must be submitted in three ring binders properly tabbed in conjunction with the provided checklist. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Contractors name and **“Park Volleyball Courts Lighting ITB# 2011-06”**.

Original submittal and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. The Solicitation Response should be attached to the exterior of the packet.

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Contractor shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

1.13 SUBMITTAL EVALUATION

The City will present a Contract to the City of Doral City Council for final approval. The City reserves the right to reject any and all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the ITB. Failure to comply with any mandatory requirements may disqualify a submittal. A Committee will be established to review and evaluate all bids submitted in response to this Invitation to Bid (ITB). The Committee shall conduct a preliminary evaluation of all bids on the basis of the information provided and other evaluation criteria as set forth in this ITB or as reasonably determined by the Committee. The evaluation will consist of, but not limited to, Contractor's professional references, company resources including personnel and equipment, ability to respond to request, including missed commitments, response time, emergencies, business history with the City, if any, as well as with all other public or private entities and the required license and insurance, if applicable.

The City of Doral shall be the sole judge in determining Contractor's qualifications.

1.14 EVALUATION CRITERIA

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the bid submittals in order of the lowest dollar value bid received. In order to be deemed responsive the bids must contain, but not limited to the following:

The Contractor should have at least three (3) years experience operating under its current business name. The selected Contractor must have the ability to obtain a 100% performance and payment bond at time of contract. The Contractor shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five percent** of the base bid amount is required for this project. The Contractor must have performed worked in Florida on at least three (3) previous projects with a total cost of more than two hundred thousand dollars (\$200,000) each within the past five (5) years. At least one (1) project of equal or greater in dollar value should have been performed for a governmental entity in Florida within the past three (3) years. In addition, the Contractor's ability to complete the project within ninety (90) days.

The CITY, at its sole discretion, reserves the right to inspect any / all CONTRACTOR facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the CONTRACTOR, the financial position, experience, staffing, equipment, materials, references, and past history of service to the CITY and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.15 AWARD OF CONTRACT

Upon approval of the City Council, a contract shall be awarded to one (1) Contractor selected as the most responsible, responsive Contractor meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

1.16 CONTRACT EXTENSION AND TERMS

The City and the successful Contractor shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Contractor awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Contractor, or re-advertised, as determined by the City.

1.17 SUBMISSION OF PROPOSAL

1.17.1 Incurred Expenses

The City is not responsible for any expenses which Contractors may incur preparing and submitting bids called for in this Invitation to Bid.

1.17.2 Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Contractor in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

1.17.3 Request for Modifications

The City reserves the right to request that the Contractor(s) modify a proposal/bid to more fully meet the needs of the City.

1.17.4 Bid Acknowledgment

By submitting a bid, the Contractor certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

1.17.5 Acceptance/Rejection/Modification to Bids

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

1.17.6 Bid Submittals Binding

All bids submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

1.17.7 Alternate Bids

An alternate bid will not considered or accepted by the City.

1.17.8 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Contractors ability to fulfill the requirements of the bid.

1.17.9 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from Contractors in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Contractor. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.18 SCHEDULE OF EVENTS

Deadline for Written Questions: 5:00 pm, Tuesday, February 8, 2011

Deadline for Submittal and Bid Opening: 10:00 am, Tuesday, February 15, 2011
City of Doral, City Hall
Conference Room
8300 NW 53 Street, Suite 100
Doral, FL 33166
For directions, please call 305-593-6725

END OF SECTION

2.0 GENERAL CONDITIONS

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

2.1 INFORMATION REQUIRED OF CONTRACTOR

A. Title Page

Show the name of proposer's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: ITB# 2011-06

B. Table of Contents **(NOT TO EXCEED ONE PAGE)**

Include a clear identification of the material by section and by page number

C. Letter of Transmittal

1. Briefly state the Contractor's understanding of the work to be done and make a positive commitment to perform the work. **(NOT TO EXCEED ONE PAGE)**
2. Give the name of the person(s) who will be authorized to make representations for the contractor, their titles, addresses, email addresses and telephone numbers and a list of their qualifications [resume(s)].
(ONE PAGE PER PERSON)

D. General Information

1. Name of business
2. Mailing address/ phone number
3. Names of persons to be contacted for information or services, if different from name of person in charge
4. Business hours
5. Business legal status (Corporation, Partnership, etc.)
6. Provide the date business was organized and/or incorporated
7. Provide the location of the office from which work is to be done
8. Indicate whether the business is a parent or subsidiary in a group of firms/agencies
9. Provide proof that the business is licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity
10. Provide Bid Bond and proof of performance and payment bonding capacity.

2.2 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed 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.

2.3 LICENSING

All Contractors must submit, with their packet, a copy of their occupational/business license and State registration. Florida state registration can be downloaded and printed via www.sunbiz.org and must be submitted with their bid.

2.4 REFERENCES

Please provide a list of five (5) clients or business references [preferably public agencies] of prior experience, with whom we may speak during the evaluation phase that have utilized the services being proposed to the City or transacted similar business with Contractor. Include: name of the company, a contact person, address, telephone number, fax number, and email address.

Bid must have a minimum of five references. NO BIDS WILL BE CONSIDERED WITHOUT THE LIST.

2.5 QUALIFICATIONS

In order for bids to be considered, Contractor must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. A company profile shall provide evidence to include all information necessary to certify that the bidder:

1. Maintains a permanent place of business [i.e. length of time in business];
2. Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that the company participates in, along with years of experience using these products and/ or providing these services];
3. Has available the organization and qualified manpower to do the assignment [i.e. number of employees, size of warehouse, office, location];
4. Has adequate financial status to meet the financial obligations incidental to the work [i.e. balance sheet including annual gross receipts, annual payroll, bonding capacity];
5. Submit resume(s) and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team

2.6 QUALIFICATIONS OF BIDDERS

All firms that submit a bid shall meet, not limited to, the following minimum qualifications.

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Miami-Dade County for a three-year period of time immediately preceding this request for proposal. The firm shall 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. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Contractor shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

2.7 SPECIAL CONDITIONS

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

2.8 ATTACHED FORMS

2.8.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

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

No attempt has been made or will be made by the Contractor 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 this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.8.2 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.8.3 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this ITB.

2.8.4 Public Entity Crimes

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 with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease 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 F.S. 287.017 for

CATEGORY TWO for a period of 36 months from the date of being place on the convicted vendors list.

2.8.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City 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/proposals will be followed if none of the tied vendors have a drug free workplace program.

2.9 COMPLIANCE WITH ORDERS AND LAWS

Successful Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (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 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. 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.

Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk’s Office.

2.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of City “Cone of Silence” are applicable to this transaction. The “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 Council, 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.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager’s recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the

beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence 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 Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) 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.

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

Violation of the Cone of Silence 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 and/or City Manager.

2.11 Florida Government in the SUNSHINE LAW

As a political subdivision, the City of Doral 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 of Doral 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.

2.12 CANCELLATION

In the event any of the provisions of this bid are violated by the contractor, the City Manager shall give written notice to the contractor stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

2.13 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this 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 Doral.

2.14 INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, or damages, 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; and including those claims or liabilities arising from City's negligence, unless said claim or liability is caused by the sole negligence or intentional wrongful act of the City or City's agents or employees.

2.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Doral. 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 of Doral 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.

2.16 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. 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 control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

2.17 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 of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, 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 of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.18 CONFIDENTIALITY

As a political subdivision, the City of Doral 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.

2.19 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

2.20 AUDIT RIGHTS AND RECORDS RETENTION

The successful Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any

and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

2.21 CAPITAL EXPENDITURES

Successful Contractor understands that any capital expenditures that the Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Contractor must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Contractor. If Contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

2.22 GOVERNING LAW AND VENUE

The validity and effect of the 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.

2.23 ATTORNEY FEES

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

2.24 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 of Doral and Contractor, or to create any other similar relationship between the parties.

2.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the successful Contractor will include, but not be limited to, the following terms and conditions:

- A. The Contractor shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

- B. The Contractors shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Contractor and the City, that the completion time as specified in Contractor's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

3.0 FORMS

STATEMENT OF NO RESPONSE

ITB NO. 2011-06

If you are not proposing on this service/commodity, please complete and return this form to:
City of Doral – City Manager’s Office 8300 NW 53rd Street, Suite 100 Doral, FL 33166. Failure to
respond may result in deletion of your firm’s name from the qualified vendor list for the City of
Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a proposal on the above because of the following
reasons:

- _____ Specifications/Scope of Work too “tight”, i.e., geared toward brand
or manufacturer only (explain below)
- _____ Insufficient time to respond
- _____ We do not offer this product, service or an equivalent
- _____ Our schedule would not permit us to perform
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

ITB NO. 2011-06

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 Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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 _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

ITB NO. 2011-06

PARK VOLLEYBALL COURTS LIGHTING

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 Doral, 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 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 1210112213 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: _____

Printed, typed, or stamped commissioned name of Notary Public

NON-COLLUSION AFFIDAVIT
ITB NO. 2011-06

State of _____)

) SS

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____

(Owner, Partner, Officer, Representative or Agent) of _____ the
BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid;

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

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

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

Signed, sealed and delivered

in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida

County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary

Public of The State of Florida, personally appeared

_____ and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

☐ Personally known to me, or

☐ Personally identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

ITB NO. 2011-06

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 _____
by _____
for _____ whose
business address is _____ and (if applicable)
its Federal Employer Identification number (FEIN) is _____ (IF the entity had 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 with 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 of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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 Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any 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 of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By: _____

(Printed Name) _____

(Title) _____

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 commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

ITB NO. 2011-06

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' 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 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.
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 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

NAME OF COMPANY

VENDOR PRINT NAME

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB # 2011-06

STATE OF _____ }

} SS:

COUNTY OF _____ }

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

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB NO. 2011-06

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.8.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

DATE

CONE OF SILENCE CERTIFICATION

ITB NO. 2011-06

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 2.10 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

Date _____

TIE BIDS CERTIFICATION

ITB NO. 2011-06

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that _____ (Name
of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.8.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid proposal.

Individual's Signature

Date _____

PROPOSER'S CERTIFICATION
ITB # 2011-06

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Invitation to Bid. I agree that my proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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 of 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.

Name of Business

By:

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

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

Acknowledgement of Addendums: Issued Addendums must be signed and submitted with bid.

ITB SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
ITB # 2011-06

The full names and residences of persons, partners or firms interested in the foregoing ITB, as principals are as follows:

Witness:
(seal)

Bidder:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.

ITB SIGNATURE PAGE FOR CORPORATION
ITB # 2011-06

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing ITB, as principals, are as follows:

Post Office Address

Bidder

Corporate Name

President's Signature

Is this corporation incorporated in the State of
Florida? ____Yes ____No

Attest: _____
Secretary

If no, give address of principle place of business:

EXHIBIT “A”

PROPOSAL BID FORM

PROPOSAL BID FORM

PROPOSER: _____ DATE: _____

ADDRESS: _____

to furnish and deliver all materials and to do and perform all work in accordance with the contract documents.

Project Title: **Park Volleyball Courts Lighting at Morgan Levy Park**

Project Location: **5300 NW 102nd Ave, Doral, FL 33178**

ITB# **2011-06**

The undersigned bidder has carefully examined the contract documents, the site of the work and is familiar with the nature and extent of the work, permit conditions and local site conditions that may in any manner affect the work to be done and the equipment called for to complete the work in its entirety.

BASE BID

Bidder agree to perform all the work described including pro-rata share of overhead & profit and all associated installation costs for the following based bid items and total lump sum.

The unit price is for the duration of the project whether you add or subtract to the quantity.

PARK VOLLEYBALL COURTS LIGHTING BID

<u>PAY ITEM</u>	<u>DESCRIPTION</u>	<u>PLAN QUANTITY</u>	<u>UNIT</u>	<u>U. PRICE</u>	<u>TOTAL</u>
715-1-12	CONDUCTOR INSULATED (F & I) INSULATED, NO. 6	885	LF		
715-1-13	CONDUCTOR INSULATED (F & I) INSULATED, NO. 4	450	LF		
715-2-11	CONDUIT (F & I) (UNDERGROUND) (SCH. 40) 2"	450	LF		
715-14-12	LIGHTING - PULL BOX, F & I	5	EA		
715-516-240	LIGHTING POLE COMPLETE (F & I) (40') (GALVANIZED STEEL)	4	EA		
715-7-12	LOAD CENTER (ADDITIONAL 2 POLE CIRCUIT BREAKER)	1	EA		
TOTAL CONSTRUCTION COST:					
Total in words:					

****BID SHEET EXCLUDES PERMITTING – THIS SHALL BE A PASS-THROUGH ITEM TO BE REIMBURSED BY THE CITY.***

TOTAL NUMBER OF DAYS TO COMPLETE THE WORK _____

BIDDER: _____

BY: _____

TITLE: _____

SIGNATURE: _____

ATTEST: _____

(CORPORATE SEAL)