

RESOLUTION NO. 15- 1778

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACTS FOR PLUMBING SERVICES BETWEEN PIPELINE PLUMBING SERVICES OF BROWARD, INC. AND RIGHT WAY PLUMBING CO. AND THE TOWN OF MIAMI LAKES FOR A NEW CONTRACT VALUE OF \$125,000; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7 of Town of Miami Lakes, Florida (“the Town”) Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the City of Miami Beach issued a bid for the procurement of plumbing services and awarded contracts (“City of Miami Beach Contract”) to Pipeline Plumbing Services of Broward, Inc. (“Pipeline”) and Right Way Plumbing Co. (“Right Way”); and

WHEREAS, the Procurement Manager found that the best source for the procurement of plumbing services that meets the needs of the Town is from Pipeline and Right Way under the the City of Miami Beach Contract;

WHEREAS, the Town issued Contract Nos. 2014-29PPS and 2014-29RWP, copies of which are attached hereto as composite Exhibit “A,” for Plumbing Services with Pipeline and Right Way, respectively; and

WHEREAS, the Town piggybacked the City of Miami Beach Plumbing Services Contracts with Pipeline and Right Way to test their services for an amount not to exceed \$25,000 and Pipeline and Right Way provided satisfactory results in the prescribed timeframe allotted for the work; and

WHEREAS, the Town’s needs for plumbing services has increased due to construction throughout the Town; and

WHEREAS, the Town Council finds that approval of Change Order No. 1 to Contracts No. 2014-29PPS and 2014-29RWP between Pipeline and Right Way, respectively, and the Town for an additional \$100,000 increasing the combined contracts' total value to \$125,000 for the continuation of the contracts for plumbing services, is necessary and appropriate; and

WHEREAS, in accordance with Section 7 of the Town's Procurement Ordinance, the Town Council hereby approves the Town Manager's ability to purchase goods and services from other public, governmental, state/federal funded or non-profit entities and increase the combined contract value between Pipeline and Right Way and the Town to a total of \$125,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of the Change Order. The Council approves Change Order No. 1 to Contracts No. 2014-29PPS and 2014-29RWP between Pipeline and Right Way and the Town, which are attached hereto as composite Exhibit "A," respectively, to provide additional funds for the continuation of the contracts for plumbing services, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of Change Order No. 1 to Contract Nos. 2014-29PPS and 2014-29RWP.

Section 4. Execution of the Contract. The Town Manager is authorized to execute Change Order No. 1 to Contract Nos. 2014-29PPS and 2014-29RWP with Pipeline and Right Way on behalf of the Town, and to execute any required agreements and/or documents to implement the terms and conditions of Change Order No. 1, subject to approval as to form and legality by the Town Attorney.

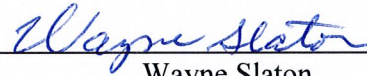
Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Change Order No. 1 to Contract Nos. 2014-29PPS and 2014-29RWP.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 3rd day of February, 2015.

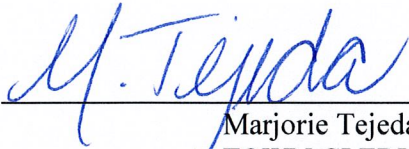
The foregoing resolution was offered by Cesar Mestre who moved its adoption. The motion was seconded by Tim Daubert and upon being put to a vote, the vote was as follows:

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Cesar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>



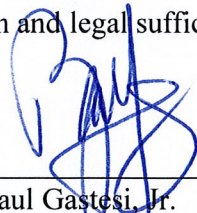
Wayne Slaton
MAYOR

Attest:



Marjorie Tejada
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT “A”



Agreement

I. Parties

This Agreement, 2014-29PPS is made this 20th day of May **2014**, by and between Pipeline Plumbing Services of Broward, Inc., located at 2945 N.E. 19th Street, Pompano Beach, Florida 33062 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Pipeline Plumbing Services of Broward, Inc. ("Pipeline") for the purchase of Plumbing Services in an amount not to exceed a budgeted amount of \$25,000.00; and

Whereas Pipeline, Primary Contractor, has agreed to provide said Services to the Town in accordance with The City of Miami Beach, Florida dated on February 24, 2014, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Pipeline, in accordance with the terms of The City of Miami Beach, Florida contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Services

Pipeline shall provide the purchase of Plumbing Services to the Town in accordance with the terms of the above referenced City of Miami Beach, Florida contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Pipeline from The City of Miami Beach, Florida contract:

CONTRACT NUMBER

The Town of Miami Lakes' Plumbing Services Contract shall be referenced as Contract # 2014-29PPS.

EFFECTIVE DATE

Month May Day 20th of 2014



SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract

INVOICING

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

INVOICES

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice



Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

IV. Points of Contact

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager
(305) 364-6100 ext. 1199 fabrikantg@miamilakes-fl.gov

Project Manager: Tony Lopez, Director of Community & Leisure Services
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

Project Manager: Jaren Ayes, Facilities Maintenance Manager
(305) 364-6100 ext. 1173 ayesj@miamilakes-fl.gov

Pipeline Plumbing Services of Broward, Inc.

Town of Miami Lakes

Name of Signatory: FREDERIKE SCHILLING
VR.

Alex Rey, Town Manager

Attest:

Marjorie Tejada, Town Clerk



CORPORATE RESOLUTION

WHEREAS, Pipeline Plumbing Services of Broward, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF

DIRECTORS that the PRESIDENT,
(type title of officer)

FREDERICK SCHILKIN JR, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 14 day of MAY, 2014.

Corporate Secretary

VICE PRESIDENT

FREDERICK SCHILKIN III

(Corporate Seal)

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) Pipeline Plumbing Services of Broward, Inc. <small>Business name/disregarded entity name, if different from above</small>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" 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.) 2945 NE 19th st	Requester's name and address (optional)
City, state, and ZIP code Pompano Beach, Fl. 33062	
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 *How to get a TIN* 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.

Social security number								
			-			-		

Employer identification number								
7	5	-	3	1	5	1	3	8

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 ▶ 5/12/14
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov 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.

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/14/2014

PRODUCER
EQUITY INSURANCE UNDERWRITERS
1930 Harrison Street Ste 306
Hollywood, FL 33020
(954) 923-2474

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED PIPELINE PLUMBING SERVICE OF
BROWARD, INC.
2945 NE 19TH STREET
POMPANO BEACH, FL 33062
(954) 695-2430

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ARCH SPECIALTY INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADOL (ISSUED)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	AGL002367-00	7-10-13	7-10-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

additional insured: THE TOWN OF MIAMI LAKES

CERTIFICATE HOLDER

THE TOWN OF MIAMI LAKES
6601 MAIN STREET
MIAMI LAKES, FL 33014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAKE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

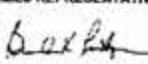
PRODUCER 1st Class Insurance, Inc. 1155 Tampa Road Palm Harbor FL 34683		CONTACT NAME: Brenda K. Prestigiacomo PHONE (A/C, No, Ext): (727) 796-2600 x FAX (A/C, No): (888) 794-9277 x E-MAIL ADDRESS: bprest@1classinsurance.com A030543 AFFORDING COVERAGE NAIC #	
INSURED Pipeline Plumbing Services of Broward, Inc. 2945 NE 19th St. Pompano Beach FL 33062		INSURER A: Normandy Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NHFL131707	9/27/2013	9/27/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER The Town of Miami Lakes 6601 Main St. Miami Lakes, Fl. 33014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED
06/15/2014

PRODUCER
STEPHEN M. SLOAN, AGENT
1701 E. ATLANTIC BLVD
POMPANO BCH, FL 33064

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
PIPELINE PLUMBING SERVICES OF BROWARD, INC
2948 NE 19TH ST
POMPANO BCH, FL 33062

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	State Farm Mutual Automobile Insurance Company 20170	20170
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED LINE NUMBER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 0.00 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 0.00 MED EXP (Per person) \$ 0.00 PERSONAL & ADV INJURY \$ 0.00 GENERAL AGGREGATE \$ 0.00 PRODUCTS - COMPOF ADD \$ 0.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS limit - \$1,000,000	CR2 8578-D15-00 2014 GMC C1500 3GT1YMEC8EG290664 C31 8306-D16-00 2006 CHEVROLET HHR 3GC0A858465390972 ENCL - C75-1010-017-00	04/15/2014	10/15/2014	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ 1,000,000.00 BODILY INJURY (Per accident) \$ 1,000,000.00 PROPERTY DAMAGE (Per accident) \$ 1,000,000.00
	UMBRELLA LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ORLY - EA ACCIDENT \$ OTHER TYPE SA ACC \$ AUTO-ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 0.00 AGGREGATE \$ 0.00
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY COMPARTMENTED OR CURVE OF HIGHWAY (BEHOLDERS) If you desire other SPECIAL PROVISIONS SEE				WC STAT TORT LABEL IOWA ER E1. EACH ACCIDENT \$ 0.00 E1. DISEASE - SA EMPLOYER \$ 0.00 E1. DISEASE - POLICY LIMIT \$ 0.00
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EMPLOYERS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Town of Miami Lakes
6601 Main Street
Miami Lakes, FL
33014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL REISSUE TO SAID 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stephen Sloan



MIAMIBEACH

CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Plumbing Services
CONTRACT NO.: 2014-079-ITB-SW
EFFECTIVE DATE(S): This Contract shall remain in effect for two (2) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year term.
SUPERSEDES: N/A
CONTRACTOR(S): Pipeline Plumbing Services of Broward, Inc. (Primary Group 1)
ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on February 12, 2014, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for plumbing services pursuant to City Invitation to Bid No. 2013-080-ITB-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2013-080-ITB-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Steven Williams, Procurement Coordinator, at 305-673-7000 ext. 6650.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Alex Denis, Procurement Director
City of Miami Beach
Department of Procurement Management
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Pipeline Plumbing Services of Broward, Inc.
2945 N.E. 19th Street
Pompano Beach, Florida 33062
Attn: Frederick Schilling Jr., President
Phone: 954-695-2430
Fax: 954-228-6618
E-mail: mybackflow@att.net

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 18 day of FEBRUARY, 2014, by their respective duly authorized representatives.

CONTRACTOR
By [Signature]
President/ Signature

FREDERICK SCHILLING
Print Name

2/18/14
Date

ATTEST:

[Signature]
Secretary/ Signature

S. Ann Byard
Print Name

2/18/14
Date

CITY OF MIAMI BEACH
By [Signature]
Mayor

2/24/14
Date

ATTEST:

[Signature]
City Clerk

2/24/14
Date



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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney
2-21-14
Date

COMMISSION ITEM SUMMARY

Condensed Title:

Request For Approval To Award A Contract To Pipeline Plumbing of Broward And Right Way Plumbing Pursuant To Invitation To Bid (ITB) No. 2014-079 For Plumbing Services.

Key Intended Outcome Supported:

Ensure Well-Maintained Facilities.
 Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the City Commission approve the award of Contract?

Item Summary/Recommendation:

The purpose of this item is to approve contracts for the purchase of Plumbing Services pursuant to ITB, 2014-079. This item is necessary in order to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for plumbing services Citywide. The City has the need from time to time for various types of plumbing service work on a scheduled basis and in emergency situations as well.

Twelve (12) vendors were notified of the solicitation, with four (4) vendors downloading the solicitation. Three (3) responses were received in response to the solicitation.

After review of responses received, it is recommended that the two (2) lowest responsive, responsible bidders be awarded the contract.

- Pipeline Plumbing Services of Broward
- Right Way Plumbing Company

RECOMMENDATION

Award contract to Pipeline Plumbing Service of Broward as primary and Right Way Plumbing as secondary vendor for Group I. In addition, it is recommended that Pipeline Plumbing be awarded as sole vendor for Group II. The contract(s) entered into with the successful bidder(s) will have an initial term of two (2) years, and may be renewed at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year terms.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account
1	*	
Total		

Financial Impact Summary: * The annual cost associated with electrical services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ETC	KGB MT _____	JLM

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager 

DATE: February 12, 2014

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-079 FOR PLUMBING SERVICES

ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

KEY INTENDED OUTCOME

Ensure Well-Maintained Facilities.

FUNDING

The annual cost associated with electrical services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

BACKGROUND INFORMATION

The purpose of Invitation to Bid (ITB) No. 2014-079 is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide plumbing services Citywide. Services include parts, labor, materials, equipment and supervision as specified herein and, at a minimum, in accordance with generally accepted industry principles, standards and practices. The City has the need from time to time for various types of plumbing service work on a scheduled basis and in emergency situations as well.

The ITB also requested bidders to provide pricing for plumbing parts and supplies for those cases in which City staff completes necessary repairs. The ITB states that the City may award up to three vendors (primary, secondary, tertiary). Secondary and tertiary vendors would only be used in the event that the primary vendor is unable to perform the work or the City has determined, due to prior performance, it would not be in the City's best interest to award additional work.

The contract(s) entered into with the successful bidder(s) shall remain in effect for two (2) years. The price offered by the Bidder in its Bid Proposal shall remain firm and fixed during the initial two (2) year term. The City, through its City Manager, shall have the option to renew this contract for an additional three (3) one-year periods on a year-to-year basis. During the renewal term, the City may consider an adjustment to price based on changes in the applicable CPI-U Index.

ITB PROCESS

ITB No. 2014-079, was issued on December 20, 2013, with a bid opening date of January 16, 2014. One (1) addendum was issued, to answer to questions submitted by prospective bidders. The Department of Procurement Management issued bid notices utilizing the Public Group and four (4) prospective bidders accessed the advertised solicitation. Additionally, four (4) firms were notified of the ITB through the Florida Purchasing Group website. Finally, the Department of Procurement Management sent the ITB document to four (4) firms not registered with the Public Group.

The notices resulted in the receipt of three (3) responsive and responsible bids from:

- Ameridrains Plumbing Corp.
- Pipeline Plumbing Services of Broward
- Right Way Plumbing Company

The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award. Veterans and local preferences were considered during the tabulation of the bids received. No bidder was eligible for local preference. Pipeline Plumbing Services is a Veteran owned business; since they are the low bidder, there is no need to apply the Veteran's preference.

In evaluating Group I (Equipment, Service and Parts); it has been determined that the bid received from Pipeline is the lowest responsive and responsible to the bid requirements. The second lowest responsive and responsible bid for Group I is Right Way.

In evaluating Group II (Equipment and Parts), the sole responsive and responsible bidder is Pipeline.

In determining responsiveness and responsibility of the bidders, in addition to verifying compliance with the scope of the ITB, the Department of Procurement Management also verified the following:

- Minimum Requirements

1. Licensure / Certification. State Plumbing Contractor of Miami-Dade Master Plumbing. Current licenses must be provided with bid, and no personnel shall service City facilities without said licenses.

Pipeline and Right Way both submitted copies of the State of Florida Certified Plumbing Contractors License.

2. Similar Experience. Bidder shall demonstrate previous experience in regards to the requirements of this solicitation for a period of no less than three (3) years in providing these services to at least one government agency in the Tri-County area (Miami-Dade, Broward, Palm Beach).

Pipeline and Right Way both provided a minimum of three (3) government agencies for references that resulted in very positive feedback. The references provided by Ameridrains Plumbing could not be verified.

- Past Performance

Pipeline Plumbing Services of Broward, located in Pompano Beach, Florida, has provided plumbing services for thirty-eight (38) years. Specifically, they have provided plumbing services for the City of North Miami Beach, City of Coral Springs, City of Sunrise, and the City of Green Acres. All references contacted by Department of Procurement Management have responded with positive feedback.

Right Way Plumbing, located in Sunrise, Florida; has provided plumbing services for 83 years. Specifically, they have provided plumbing services for University of Miami, Florida Department of Transportation, AT&T and BJ's Wholesale Club and the City of Miami Beach.

Pricing received from Pipeline Plumbing Services of Broward and Right Way Plumbing are included in Appendix A.

CITY MANAGER'S REVIEW

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission that: Pipeline Plumbing Service of Broward be awarded as primary and Right Way Plumbing as secondary for Group I; and, that Pipeline Plumbing Services of Broward be awarded as the sole vendor for Group II.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract pursuant to Invitation to Bid (ITB) No. 2014-079 for Plumbing Services for Group I (Equipment, Parts and Service) to Pipeline Plumbing of Broward, the lowest responsive, responsible bidder, as the primary vendor; and that Right Way Plumbing, the second lowest responsive, responsible bidder, as the secondary vendor for Group I. Finally, it is recommended that Pipeline Plumbing of Broward be awarded as the sole vendor for Group II, (Equipment and Parts only).

SECTION 5.1 - EQUIPMENT, PARTS AND SERVICE											
PIPELINE											
RIGHTWAY											
Ameridrains											
Group Item	Description	Estimated Annual Service Hours	U/M	Unit Cost	Total (Quantity x Unit Cost)	U/M	Unit Cost	Total (Quantity x Unit Cost)	U/M	Unit Cost	Total (Quantity x Unit Cost)
1A	Hourly Rate - Regular	1600	Hourly Rate \$63.00	\$63.00	\$100,800	Hourly Rate	\$80	\$128,000	Hourly Rate	\$95	\$152,000
1B	Hourly Rate - Non Regular	400	Hourly Rate \$63.00	\$63.00	\$25,200	Hourly Rate	\$120	\$48,000	Hourly Rate	\$142	\$56,800
Sub-total Item 1 - Labor (Items 2A + 1B)					\$126,000						\$208,800
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)
1C	Mark-up for Parts and Supplies	\$50,000	9%	\$54,500	30%	\$65,000	15%	\$57,500	15%	\$57,500	\$266,300
Sub-total Item 1 - Parts (Items 1C)				\$54,500			\$65,000			\$57,500	\$266,300
Total Group 1 (1A + 1B + 1C)				\$180,500			\$241,000			\$266,300	\$266,300
CORRECTION: VENDOR TOTAL \$180,000; CITY TOTAL \$180,500											
SECTION 5.2 - EQUIPMENT OR PARTS ONLY (NO SERVICE)											
PIPELINE											
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)					
2	Mark-up for Parts and Supplies	\$50,000	15%	\$57,500		\$57,500					
Sub-total Item 1 - Parts (Items 1C)				\$57,500							

higher % if parts only

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7497, Fax: 786-394-4330
PUBLIC NOTICE

**ITB No. 2014-079-SW
Plumbing Services
ADDENDUM NO. 1
January 7, 2014**

In response to questions and requests for additional information received by prospective Proposers and the Administration's additional review of the requirements set forth in the Bid, the Bid is hereby amended as follows:

- I. The deadline for the receipt of Bids remains January 16, 2014 at 3:00 p.m.
- II. The Bid Price form, Section 5, has been revised. Please replace the original Bid Price form with the attached revised Bid Price Form dated 1/7/2014. The bid will be deemed non-responsive if the attached revised Bid Price form is not submitted.

There have not been any additional items added to the bid price form. Please note that when the colon symbol (":") is used on the bid form it means range, for example, Total Group 5.1 (Items 1A:1C) means 1A+1B+1C.

The Bid Price Form is now separated into two (2) sections: Section 5.1 EQUIPMENT, PARTS AND SERVICE and Section 5.2 EQUIPMENT OR PARTS ONLY (NO SERVICE). The revised Bid Price Form allows for vendors who do not provide service to submit their price proposal for parts and equipment only using Section 5.2 only.

Please note that Proposers are solely responsible for assuring they have received any and all addenda issued pursuant to solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS UNDER THE CONE OF SILENCE—ORDINANCE NO. 2002-3378 WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

Steven Williams
Procurement Coordinator
Department of Procurement Management

SECTION 5.0
BID PRICE FORM

REVISED
January 7, 2014



MIAMI BEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive

Miami Beach, Florida 33139

305-673-7490

**SECTION 5.0
BID PRICE FORM**

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of bids will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the bid price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Bid Price Form (Section 5) shall be initialed.

SECTION 5.1 –EQUIPMENT, PARTS AND SERVICE

Group 1					
Group Item	Description	Estimated Annual service hours	U/M	Unit Cost	Total (Quantity x Unit Cost) ¹
1A	Hourly Rate - Regular	1600	Hourly Rate		
1B	Hourly Rate - Non Regular	400	Hourly Rate		
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)	
1C	Mark-up for Parts and Supplies	\$50,000	_____ %		

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

SECTION 5.2 – EQUIPMENT OR PARTS ONLY (NO SERVICE)

Group 2				
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)
2	Mark-up for Parts and Supplies	\$50,000	_____ %	

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	



MIAMI BEACH

ITB NO.: 2014-079-SW

INVITATION TO BID

Plumbing Services

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Section 6, Certification & Affidavits	p. 15
Section 7, "No Bid" Form	p. 32

*** FAILURE TO SUBMIT SIGNED BID PRICE FORM, SECTION 5.0, BY THE DUE DATE AND TIME ESTABLISHED HEREIN, OR AMENDED VIA ADDENDUM, WILL RENDER BID NON-RESPONSIVE**



MIAMIBEACH

SECTION 1, INSTRUCTIONS TO BIDDERS

CONTACT INFORMATION		
Procurement Contact: Steven Williams	Tel: (305)673-7497	Email: Stevenwilliams@miamibeachfl.gov
BID COPIES REQUIRED		
Original Signed Proposal: 1	Copies of Original Signed Proposal: 0	Electronic Copies (CD-ROM or Flashdrive) 1
BID SUBMITTAL DEADLINE		
Due Date & Time: January 16, 2014, 3:00p.m.	Location for Bid Submittal: City of Miami Beach Department of Procurement Management 1700 Convention Center Drive, 3RD Floor Miami Beach, Florida 33139	
Bids that are not received by the due date & time stated herein or modified only via written addendum will not be considered and will be returned to the bidder		
Instructions to Bidders:		

- 1. CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statername=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the procurement director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.
- 2. BID PROPOSAL.** The Bid Proposal is to include the Bid Price Form (Section 5) and Bid Certification and Affidavits (Section 6) and any other information requested herein. Failure to submit a signed Bid Price Form (Section 5) by the due date and time established herein, or via addendum, for the receipt of bids shall render bid non-responsive.

The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.
- 3. SEALED BIDS.** Bids must be submitted in a sealed envelope or container. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Any Bid received after the first Bid has been opened will be considered late and will be returned to the Bidder unopened.
- 4. ADDENDUM.** Procurement may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation is included in Bid Proposal as required.
- 5. SPECIAL NOTICES:** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>
 - CONE OF SILENCE – CITY CODE SECTION 2-486
 - CAMPAIGN CONTRIBUTIONS BY CONTRACTORS - CITY CODE SECTION
 - DEBARMENT PROCEEDINGS – CITY CODE SECTION 2-397 THROUGH 2-486
 - LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – CITY CODE SECTION 2-481 THROUGH 2-486
 - LIVING WAGE REQUIREMENT – CITY CODE SECTION 407 THROUGH 410
 - LOCAL PREFERENCE FOR MIAMI BEACH-BASED CONTRACTORS – CITY CODE SECTION 2-372
 - PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES – CITY CODE SECTION 2-374
 - PROTEST PROCEDURES – CITY CODE SECTION 2-371

SECTION 2 GENERAL TERMS AND CONDITION

- 2.1 GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.
- 2.2 MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered. Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.
- 2.3 PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state 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. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment; The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. 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).
- 2.4 TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.
- 2.5 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 and may result in the bid being non-responsive.
- 2.6 CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 2.7 UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 2.8 CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalties or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.
- 2.9 EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. The bidder shall indicate in 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 in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION.
- Note as to 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.
- 2.10 EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
- 2.11 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 the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.
- 2.12 PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.
- 2.13 SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.
- 2.14 DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.
- 2.15 INTERPRETATIONS.** Any questions concerning the Bid conditions and specifications should be submitted, in writing, to the City's Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139, or facsimile: 786-394-4075.
- 2.16 LATE SUBMISSION.** All bids received after the date, time, and place specified in the Bid, will be returned to the bidder unopened, and will not be considered. 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, or any other entity or occurrence. Facsimile, electronic, or e-mailed bids will not be accepted.
- 2.17 INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the

- City, unless loss or damage results from the gross negligence or willful misconduct of the City.
- If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.
- 2.18 PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.
- 2.19 DISPUTES.** In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
- 2.20 LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.
- 2.21 PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, 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 Miami Beach, 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 price shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 2.22 OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid 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 deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.
- 2.23 MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.
- 2.24 SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
- 2.25 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 11376, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
- 2.26 AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).
- 2.27 LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
- 2.28 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.
- 2.29 DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.
- 2.30 CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.
- 2.31 BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.
- 2.32 SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.
- 2.33 FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.
- 2.34 PROTEST.** In the event a prospective bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in this Bid, the bidder must file a notice of protest in writing to the Procurement Director, with a copy to the City Clerk, at least ten (10) business days prior to the Bid opening date and hour specified in the solicitation. Any bidder, who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award may protest to the City Manager or his or her designee anytime until two (2) business days following the release of the City Manager's written recommendation to the City Commission. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- 2.35 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least ten (10) calendar days prior to the scheduled Bid opening date, a request for clarification. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**
- Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filing in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.
- The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

- Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk.
- 2.36 DEMONSTRATION OF COMPETENCY.**
- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. 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.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. 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 of Miami Beach.
- E. The City may require evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. 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 supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. 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 ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. In respect 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 the demonstration of competency required under this subsection.
- 2.37 DETERMINATION OF AWARD.** In determining the lowest and best bidder, in addition to price, there shall be considered the following:
- The ability, capacity and skill of the bidder to perform the contract.
 - Whether the bidder can perform the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The quality of performance of previous contracts.
 - The previous and existing compliance by the bidder with Applicable Laws relating to the contract.
- 2.38 ASSIGNMENT.** The successful bidder 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/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.
- 2.39 LAWS, PERMITS AND REGULATIONS.** The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.
- 2.40 OPTIONAL CONTRACT USAGE.** When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.
- 2.41 SPOT MARKET PURCHASES.** It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.
- 2.42 ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.
- 2.43 ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.
- 2.44 COLLUSION.** Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be collusive. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.
- Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.
- 2.45 DISPUTES.** In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:
- A. Any contract or agreement resulting from the award of this Bid; then
 - B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
 - C. The Bid; then
 - D. The bidder's bid in response to the Bid.
- 2.46 REASONABLE ACCOMMODATION.** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.
- 2.47 GRATUITIES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.
- 2.48 SIGNED BID CONSIDERED AN OFFER.** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. In case of default on the part of the successful bidder, after such acceptance, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.
- 2.49 TIE BIDS.** In accordance with Florida Statute Section 287.057, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.
- 2.50 DELIVERY TIME.** Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.
- 2.51 TERMINATION FOR DEFAULT.** If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.
- In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed

by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purpose of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.67.

2.52 TERMINATION FOR CONVENIENCE OF CITY. The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balance of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

2.53 INDEMNIFICATION. The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

2.54 EXCEPTIONS TO BID. Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

2.55 FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in

possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

2.56 CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.



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SECTION 3.0 SPECIAL CONDITIONS

3.1 PURPOSE: The City of Miami Beach, Florida (the "City") is seeking bids from qualified plumbing contractors for the provision of various routine plumbing services on an "as needed" basis, including emergency repairs and planned repairs or small projects. Services contracted during any part of a term will continue through completion of the services without regard to the end of the term and without obligation to renew the agreement.

3.2 BIDDER QUESTIONS: Any questions or clarifications concerning this solicitation shall be submitted to the Department of Procurement Management (DPM) in writing to the attention of the Procurement Contact named in Section 1, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

3.3 PRE-BID MEETING: Monday, January 6, 2013 @ 1:00 PM

City Manager's Large Conference Room

Miami Beach City Hall, 4th Floor
1700 Convention Center Drive
Miami Beach, FL 33139

Dial-in Instructions:

- Dial the Telephone Number: 888-270-9936
- Enter the Meeting Number: 1142644 and then press the pound (#) key

3.4 VENDOR PREFERENCES:

- 3.4.1 MIAMI BEACH BASED VENDORS.** In accordance with Section 2-372 of the Miami Beach City Code, a Miami Beach-based vendor, whose bid amount is within five percent (5%) of the lowest, responsive, responsible bidder, will be provided an opportunity to furnish the bid items at the amount bid by the lowest, responsive, responsible bidder.
- 3.4.2 VETERAN BUSINESS ENTERPRISES.** In accordance with Section 2-374 of the Miami Beach City Code, a Veteran Business Enterprise vendor, whose bid amount is within five percent (5%) of the lowest, responsive, responsible bidder, will be provided an opportunity to furnish the bid items at the amount bid by the lowest, responsive, responsible bidder.

3.5 METHOD OF AWARD:

3.5.1 Staff Review/Recommendation. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. The City reserves the right to consider award to secondary and tertiary vendors.

3.5.2 City Manager's Review. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City.

3.5.3 City Commission Authority. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s).

3.5.4 Best Vendor. In addition to price and other requirements, the City shall consider the following in making an award determination:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

- 3.5 TERM OF CONTRACT:** The Contract shall commence upon the date of notice of award and shall be effective for two (2) years.
- 3.6 OPTION TO RENEW:** There will be the option to extend for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years. Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.
- 3.8 PRICES:** All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.
- 3.8.1 COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider price increases not to increase the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U Index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.
- 3.9 EXAMINATION OF CITY FACILITY AND INSPECTION OF CITY EQUIPMENT: N/A**
- 3.10 EQUAL PRODUCT: N/A**
- 3.11 LIQUIDATED DAMAGES: N/A**
- 3.12 INDEMNIFICATION AND INSURANCE:** The successful bidder shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The bidder shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the bidder is acting as an independent contractor, and not as an agent or employees of the City.

The successful bidder, at all times during the full term of the contract, shall comply with the following requirements:

- No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City's Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the successful bidder must submit updated certificates of insurance for as long a period as any work and/or services

- are still in progress.
- It is understood and agreed that all policies of insurance provided by the bidder are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work and/or services performed in this contract.
 - All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the Insured and approved by the City's Risk Manager.
 - The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor shall furnish to the Department of Procurement Management, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.
- or
- The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. **Certificate holder must read:**

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The foregoing indemnity shall apply to any and all claims and suits other than claims and suits arising out of the gross negligence or willful misconduct of the City of Miami Beach, its officers, agents, and employees.

The bidder will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The bidder will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The bidder will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section of this contract. Bidder shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by it as it is for acts and omissions of persons directly employed by it.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract in default and proceed to terminate same.

Please note that the City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

- 3.13 BID GUARANTY:** N/A
- 3.14 PERFORMANCE AND/OR PAYMENT BOND:** Performance and payment bond, in the full amount of the value of the project, will be required for projects exceeding \$300,000. Please refer to Section 2.28 - Bid Bonds, Performance Bonds, and Certificates of Insurance.
- 3.15 CERTIFICATIONS:** State Plumbing Contractor of Miami-Dade Master Plumbing
- 3.16 METHOD OF PAYMENT:** Invoices for payment will be submitted upon receipt and acceptance of goods ordered via a Purchase Order. No down or partial down payments will be made. Invoices will be subject to verification and approval by the Contract Administrator, or his/her designated representative.
- 3.17 SHIPPING TERMS:** FOB DESTINATION
- 3.18 DELIVERY REQUIREMENTS:** The Successful Bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.
- 3.19 BACK ORDER ALLOWANCES:** Subject to approval by City's authorized representative.
- 3.20 WARRANTY/GUARANTEES REQUIREMENTS:** The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the

time of the defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warrant provisions.

The contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the contractor of such deficiency in writing. If the contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the contractor, in writing, that the bidder may be debarred as a City bidder/proposer and/or subject to contractual default if the correction or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the contractor in default of the contract, and/or (b) procure the products or services from another contractor and charge the contractor for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

3.21 MULTIPLE AWARD: The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

3.22 CONTRACTOR EMPLOYEE CRIMINAL BACKGROUND CHECK AND ID BADGING REQUIREMENTS: It is a requirement of this bid that contractor comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, requiring that only those contractor employees that have successfully passed the background screening required by the referenced statutes and that meet the standards established by the statutes be allowed access to any City location or prior to the provision of any contract services. **This requirement shall extend to all contractor representatives, agents or sub-contractors performing duties under the contract.** The background screening will be conducted by The City of Miami Beach Human Resources Department. **Contractor will bear the cost, currently estimated at approximately \$40.00 per employee (subject to change from time to time), of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the provided with respect to contractor and its personnel.** The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this solicitation and any resulting agreement for which the City reserves the right to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Upon successful completion of the required criminal background check, the City will issue ID badges to each contractor employee at a nominal fee, currently \$10.00 (subject to change from time to time). Contractor agrees that no contractor employee shall be allowed on any City property without a City issued ID badge worn at all times in a visible and easily readable location. The transfer of ID badge from one employee to another is strictly prohibited and shall be cause for all contractor employees responsible for such action to be immediately removed from City property and contractor fined in accordance with the provisions of Section 4.5. Instructions on obtaining ID badges will be provided after contract award. City ID badges will only be valid for the original term of the contract. Subsequent renewal periods will require new background checks and City ID badges.

Contractor agrees to require all its employees to notify the Contractor and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. Contractor further agrees to immediately notify the City upon becoming aware that one of its employees which were previously certified as completing the background check is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of the Contract entitling the City to terminate this Contract immediately.

3.23 MANUFACTURER PRICE LISTS: Bid shall state, on the Bid Price Form, the mark-up against its invoice pricing that bidder will apply to any parts and supplies required under the scope of this ITB. With each payment application or invoice, bidder shall submit documentation verifying the referenced invoice pricing for parts and supplies.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 MINIMUM REQUIREMENTS. The following minimum requirements will be considered in the review of each bidder's responsiveness. Failure to meet or exceed minimum requirements will disqualify bidder from consideration.

4.1.1 Licensure / Certification. State Plumbing Contractor of Miami-Dade Master Plumbing. **Current licenses must be provided with bid, and no personnel shall service City facilities without said licenses.**

4.1.2 Similar Experience. Bidder shall demonstrate previous experience in regards to the requirements of this solicitation for a period of no less than three (3) years in providing these services to at least one government agency in the Tri-County area (Miami-Dade, Broward, Palm Beach).

4.2 SCOPE OF WORK. The successful Bidder shall furnish plumbing services, including parts, labor, materials, equipment and supervision as specified herein and, at a minimum, in accordance with generally accepted industry principles, standards and practices. The City has the need from time to time for various types of plumbing service work. Some work will be of a scheduled nature and other work will be of an emergency nature. The objective of this ITB is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for these services. Any resulting Agreements shall be non-exclusive and no specific amount of work is guaranteed as a result of this ITB. Plumbing work necessary as a result of this ITB will vary according to City requirements. Travel time charges are not allowed.

The potential tasks identified in this ITB are for information to the Bidder. Tasks shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Bidder of his obligation to fill all orders placed by the City. No bid will be considered which stipulates that the City guarantees to order a specific quantity of any service. The services anticipated under the resulting contract include, but are not limited to, the following:

1. Installation, repairs, or modification to water, sewer, and drain lines;
2. Installation, repairs, or modification to storm drains and roof drains;
3. Cleaning and unblocking of drains and sewer lines from 1" to 6";
4. Installation, repairs, or modification on a variety of bathrooms, i.e., sinks, showers, toilets, urinals, hot water heaters, well pumps, holding tanks, drains and beach showers;
5. Installation, repairs, or modification on a variety of kitchens, i.e., dishwashers, and drains; and
6. Installation and repairs to gas pipes, pipe insulation, and heat tap.

4.3 SCHEDULING/RESPONSE TIME. Response time requirements shall be as follows:

- 4.3.1 Emergency Repairs / Service. Work shall commence within four (4) hours of notification.
- 4.3.2 Non-Emergency or Planned Work. Within 48 hours of PO issuance or as agreed to by the City.

4.4 PARTS AND SUPPLIES. The City may provide supplies, materials or parts necessary for the work performed by the contractor or may require contractor to provide said materials in accordance with the pricing established herein. It shall be the responsibility of the contractor to supply all necessary tools, equipment and transportation to perform the work as requested. The contractor may be requested to obtain supplies, materials or parts from time to time which should be of good quality. The cost of such shall be billed as per the requirements of this ITB.

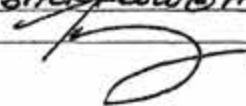
4.5 PLANNED PROJECTS. From time to time, the County may request an estimated project cost from one or more contractors (irrespective of order of award) prior to authorizing. At its own expense, the contractor shall visit the site and prepare a detailed hourly rate bid, based on the contractor's contract rates for accomplishing the work. Each bid

prepared by the contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. Work Orders requesting hourly rate bids should not be performed by the contractor until approval of such Work Order has been given by the City. all risk and financial liability for any services rendered without such proper authorization.

- 4.6 PERMITS.** Contractor shall be responsible for attaining permits for any work which requires permits. The City will reimburse the Contractor 100% of the cost of the permits only. No administrative fee is allowed to be assessed to the cost of the permits.
- 4.7 WARRANTY:** Contractor shall fully guarantee all repair work for a period of not less than one year. For new installations, Contractor shall additionally provide full manufacturer warranty to the City.
- 4.8 VALUE:** No guarantee as to the dollar amount of this bid is given or implied. Estimates in the Bid Price Form are strictly for evaluative purposes and may not represent actual work awarded to Contractor(s) under this contract.

SECTION 5.2 - EQUIPMENT OR PARTS ONLY (NO SERVICE)

Group 2				
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)
2	Mark-up for Parts and Supplies	\$50,000	15 %	7,500.00
				57,500.00

Bidder's Affirmation	
Company:	PIPELINE PLUMBING SERVICES OF BEAUMONT, INC.
Authorized Representative:	FREDERICK SCHILLING JR.
Address:	2945 NE 19th St. Pompano Beach, FL. 33062
Telephone:	888-922-5354
Email:	M1BACKFLOW@ATT.NET
Authorized Representative's Signature:	

SECTION 6.0 BID CERTIFICATION & AFFIDAVITS

Failure to submit Section 6, Bid Certification and Affidavits, in its entirety and fully executed by the deadline established for the receipt of bids, or upon request by the City, will result in proposal being deemed non-responsive and being rejected.

6.1, General Proposer information.

FIRM NAME: <u>PIPELINE PLUMBING SERVICES OF BROWARD, INC.</u>		
NO OF YEARS IN BUSINESS: <u>38</u>	NO OF YEARS IN BUSINESS LOCALLY: <u>38</u>	NO. OF EMPLOYEES: <u>9</u>
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: <u>N/A</u>		
FIRM PRIMARY ADDRESS (HEADQUARTERS): <u>2445 NE 19th St</u>		
CITY: <u>POMPAHO BEACH</u>		
STATE: <u>FLORIDA, 33062</u>		
TELEPHONE NO.: <u>954-695-2430</u>		
TOLL FREE NO.: <u>888-922-5356</u>		
FAX NO.: <u>954-228-6618</u>		
FIRM LOCAL ADDRESS: <u>SAME</u>		
CITY: <u>✓</u>		
STATE: <u>✓</u>		
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: <u>FREDERICK SULLIVANT JR</u>		
ACCOUNT REP TELEPHONE NO.: <u>954-695-2430</u>		
ACCOUNT REP TOLL FREE NO.: <u>888-922-5356</u>		
ACCOUNT REP EMAIL: <u>MYBACKFLOW@ATT.NET</u>		
FEDERAL TAX IDENTIFICATION NO.: <u>75-3151385</u>		

The City reserves the right to seek additional information from bidder / proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the bidder / proposer to perform in accordance with contract requirements.

- 6.2. **Acknowledgement of Addendum.** After issuance of solicitation, the City may have released one or more addenda to the solicitation, which may provide additional information to proposers or alter solicitation requirements. Proposers are solely responsible for assuring they have received any and all addenda issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
<input checked="" type="checkbox"/>	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

- 6.3. **Miami Beach Based (Local) Vendor.** Is proposer a Miami Beach based firm?

YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach AND proof of business residency with the City for at least one year prior to bid submittal, as required pursuant to ordinance 2011-3747.

- 6.4. **Veteran Owned Business.** Is proposer a veteran owned business?

YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

- 6.5. **Financial Capacity.** Proposers shall request Dun & Bradstreet to submit directly to the City through electronic means by the proposal due date, or within three (3) days of notification, a Dun & Bradstreet Supplier Evaluation Report on line directly from Dun & Bradstreet. The prospective Provider shall request the report from D&B at: <https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>.

The City reserves the right to require other financial information (e.g., audited financial statements, bonding capacity, credit history, etc.), as part of the solicitation submittal requirements or during the evaluation process, as necessary to evaluate financial capacity.

- 6.6. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided. Proposer may attach additional references and ask that additional references submit client surveys as applicable.

- 6.7. **Public Entity Crimes.** In accordance with Florida Statutes, any bidder or bidder's principals, including officers, directors, executives, partners, shareholders, employees, members, agent or as otherwise defined in Florida Statute 287.133, including joint venture partners, who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to the violation(s) or contract cancellation(s).

- 6.8. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in ITB. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

- 6.9. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management (DPM) with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

6.10. Living Wage. Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, Issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

6.11. Equal Benefits for Employees with Spouses and Employees with Domestic Partners. When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

YES NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			<input checked="" type="checkbox"/>
Sick Leave			<input checked="" type="checkbox"/>
Family Medical Leave			<input checked="" type="checkbox"/>
Bereavement Leave			<input checked="" type="checkbox"/>

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

6.12. Other Submittal Requirements.

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT.

PERSONAL DATA	1. LAST NAME-FIRST NAME-MIDDLE NAME SCHILLING FREDERICK CHARLES JR		2. SERVICE NUMBER AF12832261		3. SOCIAL SECURITY NUMBER 266 04 9062		
	4. DEPARTMENT, COMPONENT AND SECTION OR CLASS AIR FORCE Reg AF			5a. GRADE, RATE OR RANK SSGT	5b. PAY GRADE 15	6. DATE OF RANK DAY MONTH YEAR 1 Sept 71	
	7. U. S. CITIZEN <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		8. PLACE OF BIRTH (City and State or Country) NEW YORK NY		9. DATE OF BIRTH DAY MONTH YEAR 10 Dec 49		
SELECTIVE SERVICE DATA	10a. SELECTIVE SERVICE NUMBER 81 564 910 66		10b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE 1B#156 MIAMI DADE FL			10c. DAYS INDUCTED DAY MONTH YEAR NA	
	11a. TYPE OF TRANSFER OR DISCHARGE RELEASE FROM ACTIVE DUTY			11b. STATION OR INSTALLATION AT WHICH EFFECTED LORING AFB LIMESTONE MAINE			
TRANSFER OR DISCHARGE DATA	12. REASON AND AUTHORITY AFM 39-10, PARA 3-8j SDN 413			13. EFFECTIVE DATE DAY MONTH YEAR 2 Apr 72	14. TYPE OF CERTIFICATE ISSUED NA		
	12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 42 CESq (SAC)			13. CHARACTER OF SERVICE HONORABLE		14. TYPE OF CERTIFICATE ISSUED NA	
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED USAFR (ORS)			15. REENLISTMENT CODE 1			
	16. TERMINAL DATE OF RESERVE/UNIT'S DELIGATION DAY MONTH YEAR 11 Jun 74		17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY <input checked="" type="checkbox"/> ENLISTED (First Enlistment) <input type="checkbox"/> ENLISTED (Prior Service) <input type="checkbox"/> REENLISTED <input checked="" type="checkbox"/> OTHER AFQT 652		18. TERM OF SERVICE (Years) 4		19. DATE OF ENTRY DAY MONTH YEAR 12 Jun 68
18. PRIOR REGULAR ENLISTMENTS NONE		19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC AB/EL		20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) CORAL GABLES FLA			
21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, County, State and ZIP Code) 1316 DUNAD AVE OPA-LOCKA FLA 33054		22. STATEMENT OF SERVICE		23. SPECIALTY NUMBER & TITLE 57450 HEATING SYS SPEC			
23a. SPECIALTY NUMBER & TITLE 57450 HEATING SYS SPEC		23b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER FURNACEMAN 862,884		24. CREDITABLE FOR BASIC PAY PURPOSES		25. FOREIGN AND/OR SEA SERVICE	
24. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED NDSM, AFEM, AFM 900-3		25. EDUCATION AND TRAINING COMPLETED HEATING SPECI #3ABR54730, COMPL68 HEATING SYS SPECI TECH (ECI) CRSE 54750, COMPL69		26. INSURANCE IN FORCE (NLI or USGLI) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO NA			
26. NON-PAY PERIODS TIME LOST (Preceding Two Years) NO TIME LOST		27. DAYS ACCRUED LEAVE PAID (08.0) EIGHT		28. AMOUNT OF ALLOTMENT NA		29. MONTH ALLOTMENT DISCONTINUED NA	
28. VA CLAIM NUMBER NA		29. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE <input checked="" type="checkbox"/> \$10,000 <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$5,000 <input type="checkbox"/> NONE		30. REMARKS BLOOD GROUP O POS; HIGH SCHOOL GRAD; INAC 1 Jun 68, DOD NACC; AGE 56, M50, A50, G57, E55; DAFSC 57450; I HAVE BEEN COUNSELLED AS TO MY REENTRY INTO THE AIR FORCE AND I UNDERSTAND THAT EVERY FORMER AIR FORCE MEMBER MUST MEET THE ENLISTMENT/REENLISTMENT STANDARDS IN EFFECT AT THE TIME OF HIS APPLICATION			
31. PERMANENT ADDRESS FOR MAILING PURPOSES AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) 16940 N.E. 9th AVE NORTH MIAMI BEACH FLA 33162		32. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Frederick C. Schilling Jr</i>					
33. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER PAUL D ARVELLO CMSGT USAF NCOIC DFMM		34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>Paul D Arvello</i>					



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

SCHILLING, FREDERICK CHARLES JR
PIPELINE PLUMBING SERVICES OF BROWARD INC
2945 NE 19TH ST
POMPANO BEACH FL 33062

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINE/MARK™ PATENTED PAPER

AC# 6261137

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081001465

DATE	BATCH NUMBER	LICENSE NBR
08/10/2012	128034838	CFC1426324

The PLUMBING CONTRACTOR
Named Below IS CERTIFIED
Under the provisions of Chapter 489, FS
Expiration date: AUG 31, 2014

SCHILLING, FREDERICK CHARLES JR
PIPELINE PLUMBING SERVICES OF BROWARD INC
2945 NE 19TH ST
POMPANO BEACH FL 33062

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

pipeline

plumbing * backflow * fire since 1976

tel 954 695 2430 toll free 888 922 5356

2945 NE 19th st Pompano Beach, Fl. 33062 mybackflow@att.net

January 14, 2014

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida
33139

Re: Bid # 2014-079-SW Plumbing Services – Annual Contract
Subject: References / list of City's that we have current Plumbing contracts with.

1. The City of North Miami Beach, Florida
Mr. Greg Williams Director of Community Relations
305 948 2936
greg.williams@cityNMB.com

We are into our second year of a term contract with the City, providing Backflow Testing and Repairs for apx 4,000 Backflow Devices covering the entire water distribution system of the City.

2. The City of Coral Springs, Florida
Mr. Isaac Kovner Civil Engineer
954 345 2188
ikovner@coralsprings.org

We are in our second year of a term contract with the City, providing Plumbing Services on a City wide basis.

*Very good
excellent
good on billing
& response
R. Sted*

3. The City of Sunrise, Florida

Mr. Mark Caruso Director of Utilities

954 572-2388

mcaruso@sunrisefl.gov

We have a term contract with the City, providing Backflow Testing, Repairs and Installations on a City wide basis.

*924 888 6669 1/23/14
Very recommended
want to extend contract
honest, reliable*

4. The City of Green Acres, Florida

Ms. Linda DiPaola

561 236 3960

ldipalooa@citygreenacres.fl.us

We have a contract with the City, providing Backflow Testing and Repairs on a City wide basis.

*Very good
backflow repair leak
no billing issues.
very responsive*

5. Listed below are other City's that we have current contracts with. Specific contact information can be provided upon request

- a) Broward College
- b) The City of Oakland Park
- c) The City of Pompano Beach
- d) The City of Delray Beach
- e) The School District of Palm Beach County

Frederick C Schilling, Jr.
President / Master Plumber

Commissioner, Florida Building Commission

Florida Plumbing License CFC1426324 Florida Fire License FPC13-000035 Florida Backflow License 19190

Member:

World Plumbing Council

American Society of Sanitary Engineering

American Backflow Prevention Assoc..

American Society of Plumbing Engineers

Plumbers Without Borders ***

Certified Veteran Owned Business

National Fire Protection Assoc.

ADA Advisory Council Member, State of Florida

Plumbing Technical Advisory Committee Member, State of Florida

*** VP and Member of the Board of Directors

pipeline

plumbing * backflow * fire since 1976

tel 954 695 2430 toll free 888 922 5356

2945 NE 19th st Pompano Beach, Fl. 33062 mybackflow@a1.net

January 14, 2014

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida
33139

Re: Bid # 2014-079-SW Plumbing Services – Annual Contract
Subject: Business Ethics

This letter is to advise the City of Miami Beach that we intend to adopt, as required the City of Miami Beach Code of Ethics.

As an Officer of the State of Florida, (Florida Building Commissioner) I am aware of the need to comply with all Governmental Rules and Regulations and will gladly abide by any specific City of Miami Beach Rules and Regulations as well.

 Frederick C. Schilling Jr. Commissioner, Florida Building Commission
President / Master Plumber

Florida Plumbing License CFC1426324 Florida Fire License FPC13-000035 Florida Backflow License 19190

Member:

World Plumbing Council

American Society of Sanitary Engineering

American Backflow Prevention Assoc..

American Society of Plumbing Engineers

*Plumbers Without Borders ****

Certified Veteran Owned Business

National Fire Protection Assoc.

ADA Advisory Council Member, State of Florida

Plumbing Technical Advisory Committee Member, State of Florida

**** VP and Member of the Board of Directors*

SUBMITTAL CERTIFICATION

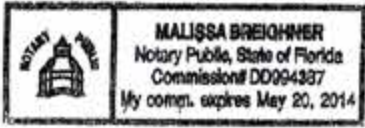
I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITB, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <u>FREDERICK SCHILLING JR</u>	Title of Proposer's Authorized Representative: <u>PRESIDENT</u>
Signature of Proposer's Authorized Representative: 	Date: <u>1/16/14</u>

State of FLORIDA
County of BRADFLD

This instrument was signed before me on January 16, 2014
by Frederick C. Schilling Jr.

Print name of Signer(s)



Malissa Breighner
Notary Signature
Malissa Breighner
Notary Printed Name

Notary Public for the State of Florida

My Commission expires: May 20, 2014

Affix seal/stamp as close to signature as possible.

NO BID SUBMITTAL

WE HAVE ELECTED NOT TO SUBMIT A BID AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to bid
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

N/A

We do do not want to be retained on your mailing list for future bids of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: **Steven Williams**
BID #2014-079-SW
1700 Convention Center Drive
MIAMI BEACH, FL 33139

SECTION 5.1 - EQUIPMENT, PARTS AND SERVICE											
PIPELINE											
GROUP 1					RIGHTWAY			AMERIDRAIN			
Group Item	Description	Estimated Annual Service hours	U/M Hourly Rate	Unit Cost	Total (Quantity x Unit Cost)	U/M Hourly Rate	Unit Cost	Total (Quantity x Unit Cost)	U/M Hourly Rate	Unit Cost	Total (Quantity x Unit Cost)
1A	Hourly Rate - Regular	1600	\$63.00		\$100,800		\$80	\$128,000		\$95	\$152,000
1B	Hourly Rate - Non Regular	400	\$53.00		\$25,200		\$120	\$48,000		\$142	\$56,800
Sub-total Item 1 - Labor (Items 1A + 1B)					\$126,000			\$176,000			\$208,800
1C	Mark-up for Parts and Supplies	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)		% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)		% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	
		\$50,000	9%	\$54,500		30%	\$65,000		15%	\$57,500	
Sub-total Item 1 - Parts (Items 1C)					\$54,500			\$65,000			\$57,500
Total Group 1 (1A + 1B + 1C)					\$180,500			\$241,000			\$266,300
CORRECTION: VENDOR TOTAL \$180,000; CITY TOTAL \$180,500											
SECTION 5.2 - EQUIPMENT OR PARTS ONLY (NO SERVICE)											
PIPELINE											
GROUP 2											
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)							
2	Mark-up for Parts and Supplies	\$50,000	15%	\$57,500							
Sub-total Item 1 - Parts (Items 1C)		\$50,000		\$57,500							

higher % if parts only



Agreement

I. Parties

This Agreement, 2014-29RWP is made this 20 day of May **2014**, by and between Right Way Plumbing Co., located at 1329 Shotgun Road, Sunrise, Florida 33326 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Right Way Plumbing Co. ("Right Way") for the purchase of Plumbing Services in an amount not to exceed a budgeted amount of \$25,000.00; and

Whereas Right Way, Secondary Contractor, has agreed to provide said Services to the Town in accordance with The City of Miami Beach, Florida dated on April 14, 2014, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Right Way, in accordance with the terms of The City of Miami Beach, Florida contract, which is attached hereto as "Exhibit A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Services

Right Way shall provide the purchase of Plumbing Services to the Town in accordance with the terms of the above referenced City of Miami Beach, Florida contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Right Way from The City of Miami Beach, Florida contract:

CONTRACT NUMBER

The Town of Miami Lakes' Plumbing Services Contract shall be referenced as Contract # 2014-29RWP.

EFFECTIVE DATE

Month May Day 20 of 2014

SUBCONTRACTORS

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Contractor shall not subcontract any of the Work to be performed under this Contract

INVOICING

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

INVOICES

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

IV. Points of Contact

The points of contact for the Town shall be:

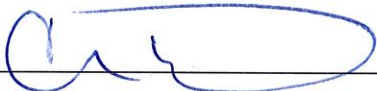
Contract Management: Gary Fabrikant, Procurement Manager
(305) 364-6100 ext. 1199 fabrikantg@miamilakes-fl.gov

Project Manager: Tony Lopez, Director of Community & Leisure Services
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

Project Manager: Jaren Ayes, Facilities Maintenance Manager
(305) 364-6100 ext. 1173 ayesj@miamilakes-fl.gov

Right Way Plumbing Co.


Town of Miami Lakes



Name of Signatory: Charles Ermer



Alex Rey, Town Manager

Attest:


Marjorie Tejada, Town Clerk



CORPORATE RESOLUTION

WHEREAS, Right Way Plumbing Co. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,
(type title of officer)

Charles Ermer, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 20 day of May, 2014.


Corporate Secretary

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Seitlin, A Marsh&McLennan Agency LLC Co 1000 Corporate Drive Suite 400 Ft. Lauderdale FL 33334	CONTACT NAME:	
	PHONE (A/C, No, Ext): (954) 938-8788	FAX (A/C, No): (954) 938-8566
	E-MAIL ADDRESS:	
INSURED Right Way Plumbing Co. 1329 Shotgun Road Sunrise FL 33326-1935	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: St. Paul Fire & Marine Ins. Co.	24767
	INSURER C: Great American E&S Insurance	37532
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 42579 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	21UENOH1683	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Broad Form PD, XCU						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY	Y	Y	21UENOH1684	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		ZUP-13S07294-13-NF	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ Nil						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	21WEOH1682	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/ Prof. Liab.			PCE262899505	1/8/2014	1/8/2015	Each Claim \$ 1,000,000
	Retro Date: 1/8/09						Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder, as Owner, is an Additional Insured as respects General Liability (including Products-Completed Operations) when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER Town of Miami Lakes 6601 Main Street Miami Lakes FL 33014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

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) Right Way Plumbing Co.	
	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 checked="" 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) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 1329 Shotgun Road		Requester's name and address (optional)
City, state, and ZIP code Sunrise, FL 33326		
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 *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
5	9	-	0	4	2	2	5	7	0

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 05/20/2014
------------------	----------------------------	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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, 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

000125

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

263244

BUSINESS NAME/LOCATION
RIGHT WAY PLUMBING CO INC
DOING BUS IN DADE CO
MIAMI FL 33000

RECEIPT NO.
RENEWAL
263244

EXPIRES
SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
RIGHT WAY PLUMBING CO INC
Worker(s) 10

SEC. TYPE OF BUSINESS
196 PLUMBING CONTRACTOR
CFC020310

PAYMENT RECEIVED
BY TAX COLLECTOR
\$75.00 08/06/2013
TXHS1-13-043076

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

AC# 6271763

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502080

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	CFC020310

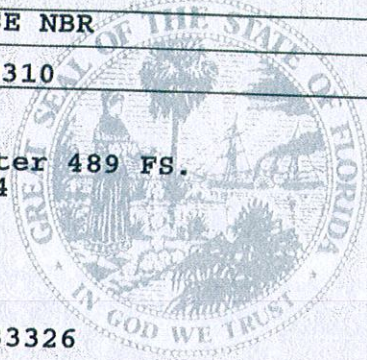
The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



AC# 6272299

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502616

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	PCC049610

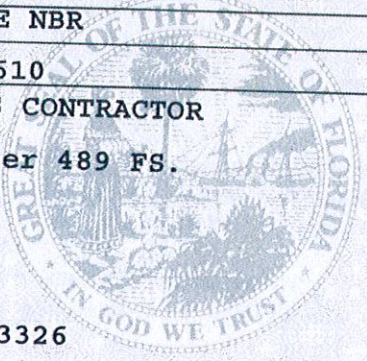
The POLLUTANT STORAGE SYSTEMS CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



AC# 6271918

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502235

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	CGC020568

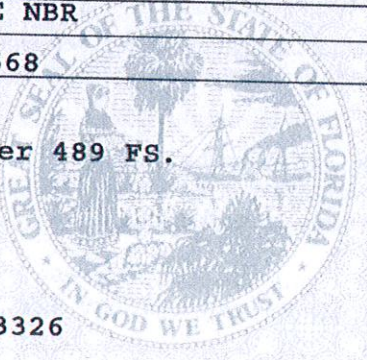
The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW





CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: Plumbing Services

CONTRACT NO.: 2013-079-ITB-SW

EFFECTIVE DATE(S): This Contract shall remain in effect for two (2) years from date of Contract execution by the Mayor and City Clerk, and may be renewed, at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year term.

SUPERSEDES: N/A

CONTRACTOR(S): Right Way Plumbing Co. (Secondary Group 1)

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on February 12, 2014, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.
- B. EFFECT - This Contract is entered into to provide for plumbing services pursuant to City Invitation to Bid No. 2013-080-ITB-SW and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2013-080-ITB-SW.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Steven Williams, Procurement Coordinator, at 305-673-7000 ext. 6650.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Certification of Contract

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.

- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.

- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.

- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Alex Denis, Procurement Director
City of Miami Beach
Department of Procurement Management
1700 Convention Center Drive
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Right Way Plumbing Co.
1329 Shotgun Road
Sunrise, Florida 33326
Attn: Charles Ermer
Phone: 954-423-0000
Fax: 954-423-0668
E-mail: service@rightwayplumbing.com

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Certification of Contract

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 1 day of April, 2014, by their respective duly authorized representatives.

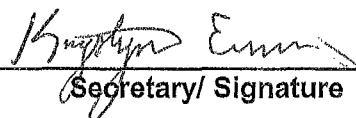
CONTRACTOR

By 
 President/ Signature

Charles Ermer
 Print Name

04/01/2014
 Date

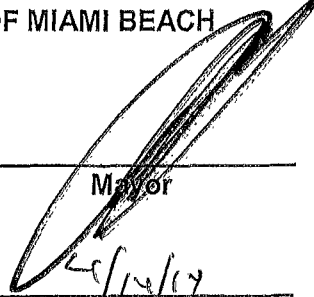
ATTEST:


 Secretary/ Signature


Krystyna Ermer
 Print Name

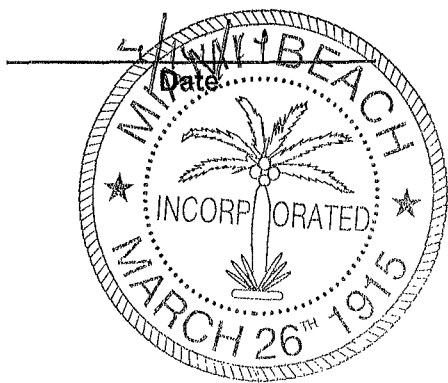
04/01/2014
 Date

CITY OF MIAMI BEACH

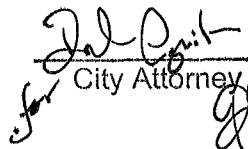
By 
 Mayor
4/12/14
 Date

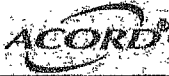
ATTEST:


 City Clerk



**APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION**


 City Attorney
4/2/14
 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin, A Marsh&McLennan Agency LLC Co 1000 Corporate Drive Suite 400 Ft. Lauderdale FL 33334	CONTACT NAME: PHONE (A/C No, Ext): (954) 938-8788	FAX (A/C, No): (954) 938-8566
	E-MAIL ADDRESS:	
INSURED Right Way Plumbing Co. 1329 Shotgun Road Sunrise FL 33326-1935	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Co.	NAIC # 19682
	INSURER B: St. Paul Fire & Marine Ins. Co.	NAIC # 24767
	INSURER C: Great American E&S Insurance	NAIC # 37532
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Cert ID 37967 **REVISION NUMBER:**

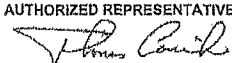
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			21UENOH1683	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Broad Form PD, XCU						GENERAL AGGREGATE	\$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$	
A	AUTOMOBILE LIABILITY			21UENOH1684	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ZUP-13S07294-13-NF	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE	Nil					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WEOH1682	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution/ Prof. Liab.			PCE262899504	1/8/2013	1/8/2014	Each Claim	\$ 1,000,000
	Retro Date: 1/8/09						Aggregate	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
PROOF OF INSURANCE ONLY.

Sam Bridges
4-22-14
Approved

CERTIFICATE HOLDER **CANCELLATION**

CITY OF MIAMI BEACH 2ND FLOOR 1700 CONVENTION CENTER DR MIAMI BEACH FL 33139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Condensed Title:

Request For Approval To Award A Contract To Pipeline Plumbing of Broward And Right Way Plumbing Pursuant To Invitation To Bid (ITB) No. 2014-079 For Plumbing Services.

Key Intended Outcome Supported:

Ensure Well-Maintained Facilities.
Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the City Commission approve the award of Contract?

Item Summary/Recommendation:

The purpose of this item is to approve contracts for the purchase of Plumbing Services pursuant to ITB. 2014-079. This Item is necessary in order to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for plumbing services Citywide. The City has the need from time to time for various types of plumbing service work on a scheduled basis and in emergency situations as well.

Twelve (12) vendors were notified of the solicitation, with four (4) vendors downloading the solicitation. Three (3) responses were received in response to the solicitation.

After review of responses received, it is recommended that the two (2) lowest responsive, responsible bidders be awarded the contract.

- Pipeline Plumbing Services of Broward
- Right Way Plumbing Company

RECOMMENDATION
 Award contract to Pipeline Plumbing Service of Broward as primary and Right Way Plumbing as secondary vendor for Group I. In addition, it is recommended that Pipeline Plumbing be awarded as sole vendor for Group II. The contract(s) entered into with the successful bidder(s) will have an initial term of two (2) years, and may be renewed at the sole discretion of the City, through its City Manager, for three (3) additional one (1) year terms.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account
1	*	
Total		

Financial Impact Summary: * The annual cost associated with electrical services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

City Clerk's Office Legislative Tracking:

Alex Denis, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD ETC	KGB MT _____	JLM

F:\T_Drive\AGENDA\2014\February\Procurement\ITB 2014-079\SW Plumbing Services ITEM SUMMARY.doc



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: February 12, 2014
SUBJECT: **REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2014-079 FOR PLUMBING SERVICES**

ADMINISTRATION RECOMMENDATION

Approve the award of the contract.

KEY INTENDED OUTCOME

Ensure Well-Maintained Facilities.

FUNDING

The annual cost associated with electrical services is subject to funds availability approved through the City's budgeting process. Account information and availability of funds shall be verified and approved for each request prior to procuring the services. Should additional funding be required due to increased need of services, it will be subject to the review and approval of the Budget Office.

BACKGROUND INFORMATION

The purpose of Invitation to Bid (ITB) No. 2014-079 is to establish a contract, by means of sealed bids, with a qualified firm(s) to provide plumbing services Citywide. Services include parts, labor, materials, equipment and supervision as specified herein and, at a minimum, in accordance with generally accepted industry principles, standards and practices. The City has the need from time to time for various types of plumbing service work on a scheduled basis and in emergency situations as well.

The ITB also requested bidders to provide pricing for plumbing parts and supplies for those cases in which City staff completes necessary repairs. The ITB states that the City may award up to three vendors (primary, secondary, tertiary). Secondary and tertiary vendors would only be used in the event that the primary vendor is unable to perform the work or the City has determined, due to prior performance, it would not be in the City's best interest to award additional work.

The contract(s) entered into with the successful bidder(s) shall remain in effect for two (2) years. The price offered by the Bidder in its Bid Proposal shall remain firm and fixed during the initial two (2) year term. The City, through its City Manager, shall have the option to renew this contract for an additional three (3) one-year periods on a year-to-year basis. During the renewal term, the City may consider an adjustment to price based on changes in the applicable CPI-U index.

ITB PROCESS

ITB No. 2014-079, was issued on December 20, 2013, with a bid opening date of January 16, 2014. One (1) addendum was issued, to answer to questions submitted by prospective bidders. The Department of Procurement Management issued bid notices utilizing the Public Group and four (4) prospective bidders accessed the advertised solicitation. Additionally, four (4) firms were notified of the ITB through the Florida Purchasing Group website. Finally, the Department of Procurement Management sent the ITB document to four (4) firms not registered with the Public Group.

The notices resulted in the receipt of three (3) responsive and responsible bids from:

- Ameridrains Plumbing Corp.
- Pipeline Plumbing Services of Broward
- Right Way Plumbing Company

The ITB stated that the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award. Veterans and local preferences were considered during the tabulation of the bids received. No bidder was eligible for local preference. Pipeline Plumbing Services is a Veteran owned business; since they are the low bidder, there is no need to apply the Veteran's preference.

In evaluating Group I (Equipment, Service and Parts); it has been determined that the bid received from Pipeline is the lowest responsive and responsible to the bid requirements. The second lowest responsive and responsible bid for Group I is Right Way.

In evaluating Group II (Equipment and Parts), the sole responsive and responsible bidder is Pipeline.

In determining responsiveness and responsibility of the bidders, in addition to verifying compliance with the scope of the ITB, the Department of Procurement Management also verified the following:

- Minimum Requirements
 1. Licensure / Certification. State Plumbing Contractor of Miami-Dade Master Plumbing. Current licenses must be provided with bid, and no personnel shall service City facilities without said licenses.

Pipeline and Right Way both submitted copies of the State of Florida Certified Plumbing Contractors License.

2. Similar Experience. Bidder shall demonstrate previous experience in regards to the requirements of this solicitation for a period of no less than three (3) years in providing these services to at least one government agency in the Tri-County area (Miami-Dade, Broward, Palm Beach).

Pipeline and Right Way both provided a minimum of three (3) government agencies for references that resulted in very positive feedback. The references provided by Ameridrains Plumbing could not be verified.

- **Past Performance**

Pipeline Plumbing Services of Broward, located in Pompano Beach, Florida, has provided plumbing services for thirty-eight (38) years. Specifically, they have provided plumbing services for the City of North Miami Beach, City of Coral Springs, City of Sunrise, and the City of Green Acres. All references contacted by Department of Procurement Management have responded with positive feedback.

Right Way Plumbing, located in Sunrise, Florida; has provided plumbing services for 83 years. Specifically, they have provided plumbing services for University of Miami, Florida Department of Transportation, AT&T and BJ's Wholesale Club and the City of Miami Beach.

Pricing received from Pipeline Plumbing Services of Broward and Right Way Plumbing are included in Appendix A.

CITY MANAGER'S REVIEW

After considering the review and recommendation of City staff, the City Manager exercised his due diligence and is recommending to the Mayor and the City Commission that: Pipeline Plumbing Service of Broward be awarded as primary and Right Way Plumbing as secondary for Group I; and, that Pipeline Plumbing Services of Broward be awarded as the sole vendor for Group II.

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission award a contract pursuant to Invitation to Bid (ITB) No. 2014-079 for Plumbing Services for Group I (Equipment, Parts and Service) to Pipeline Plumbing of Broward, the lowest responsive, responsible bidder, as the primary vendor; and that Right Way Plumbing, the second lowest responsive, responsible bidder, as the secondary vendor for Group I. Finally, it is recommended that Pipeline Plumbing of Broward be awarded as the sole vendor for Group II, (Equipment and Parts only).

SECTION 5.1 - EQUIPMENT, PARTS AND SERVICE											
GROUP 1			PIPELINE				RIGHTWAY				Ameridrain
Group Item	Description	Estimated Annual Service hours	U/M	Unit Cost	Total (Quantity x Unit Cost)	U/M	Unit Cost	Total (Quantity x Unit Cost)	U/M	Unit Cost	Total (Quantity x Unit Cost)
1A	Hourly Rate - Regular	1600	Hourly Rate	\$63.00	\$100,800	Hourly Rate	\$80	\$128,000	Hourly Rate	\$95	\$152,000
1B	Hourly Rate - Non Regular	400	Hourly Rate	\$63.00	\$25,200	Hourly Rate	\$120	\$48,000	Hourly Rate	\$142	\$56,800
Sub-total Item 1 - Labor (Items 1A + 1B)			\$126,000								\$208,800
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)			
1C	Mark-up for Parts and Supplies	\$50,000	9%	\$54,500	30%	\$65,000	15%	\$57,500			
Sub-total Item 1 - Parts (Items 1C)				\$54,500							
Total Group 1 (1A + 1B + 1C)				\$180,500							
CORRECTION: VENDOR TOTAL \$180,000; CITY TOTAL \$180,500											

SECTION 5.2 - EQUIPMENT OR PARTS ONLY (NO SERVICE)											
GROUP 2			PIPELINE								
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% of Mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost x % Mark-up)							
2	Mark-up for Parts and Supplies	\$50,000	15%	\$57,500							
Sub-total Item 1 - Parts (Items 1C)				\$57,500							

higher % if parts only

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MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov
DEPARTMENT OF PROCUREMENT MANAGEMENT
Tel: 305-673-7497, Fax: 786-394-4330
PUBLIC NOTICE

**ITB No. 2014-079-SW
Plumbing Services
ADDENDUM NO. 1
January 7, 2014**

In response to questions and requests for additional information received by prospective Proposers and the Administration's additional review of the requirements set forth in the Bid, the Bid is hereby amended as follows:

- I. The deadline for the receipt of Bids remains **January 16, 2014 at 3:00 p.m.**
- II. The Bid Price form, Section 5, has been revised. Please replace the original Bid Price form with the attached revised Bid Price Form dated 1/7/2014. The bid will be deemed non-responsive if the attached revised Bid Price form is not submitted.

There have not been any additional items added to the bid price form. Please note that when the colon symbol (":") is used on the bid form it means range, for example, Total Group 5.1 (Items 1A:1C) means 1A+1B+1C.

The Bid Price Form is now separated into two (2) sections; Section 5.1, EQUIPMENT, PARTS AND SERVICE; and Section 5.2, EQUIPMENT OR PARTS ONLY (NO SERVICE). The revised Bid Price Form allows for vendors who do not provide service to submit their price proposal for parts and equipment only using Section 5.2 only.

Please note that Proposers are solely responsible for assuring they have received any and all addenda issued pursuant to solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS UNDER THE CONE OF SILENCE—ORDINANCE NO. 2002-3378 WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

Steven Williams
Procurement Coordinator
Department of Procurement Management

SECTION 5.0

BID PRICE FORM

REVISED

January 7, 2014



MIAMI BEACH

DEPARTMENT OF PROCUREMENT MANAGEMENT

1700 Convention Center Drive

Miami Beach, Florida 33139

305-673-7490

**SECTION 5.0
BID PRICE FORM**

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of bids will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the bid price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Bid Price Form (Section 5) shall be initialed.

SECTION 5.1 –EQUIPMENT, PARTS AND SERVICE

Group 1					
Group Item	Description	Estimated Annual service hours	U/M	Unit Cost	Total (Quantity x Unit Cost) ¹
1A	Hourly Rate - Regular	1600	Hourly Rate		
1B	Hourly Rate - Non Regular	400	Hourly Rate		
Sub-total Item 1 - Labor (Items 1A + 1B)					
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)	
1C	Mark-up for Parts and Supplies	\$50,000	_____ %		
Sub-total Item 1 - Parts & Equipment (Item 1C)					
Total Group 1 (1A + 1B + 1C)					

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

SECTION 5.2 – EQUIPMENT OR PARTS ONLY (NO SERVICE)

Group 2				
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)
2	Mark-up for Parts and Supplies	\$50,000	_____ %	
Total Group 2:				

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	



MIAMI BEACH

ITB NO.: 2014-079-SW

INVITATION TO BID

Plumbing Services

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*** FAILURE TO SUBMIT SIGNED BID PRICE FORM, SECTION 5.0, BY THE DUE DATE AND TIME ESTABLISHED HEREIN, OR AMENDED VIA ADDENDUM, WILL RENDER BID NON-RESPONSIVE**


MIAMIBEACH
SECTION 1, INSTRUCTIONS TO BIDDERS

CONTACT INFORMATION		
Procurement Contact: Steven Williams	Tel: (305)673-7497	Email: Stevenwilliams@miamibeachfl.gov

BID COPIES REQUIRED		
Original Signed Proposal: 1	Copies of Original Signed Proposal: 0	Electronic Copies (CD-ROM or Flashdrive) 1

BID SUBMITTAL DEADLINE	
Due Date & Time: January 16, 2014, 3:00p.m.	Location for Bid Submittal: City of Miami Beach Department of Procurement Management 1700 Convention Center Drive, 3RD Floor Miami Beach, Florida 33139
Bids that are not received by the due date & time stated herein or modified only via written addendum will not be considered and will be returned to the bidder	

Instructions to Bidders:

- CONE OF SILENCE.** Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "**Cone of Silence.**" The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statername=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the procurement director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.
- BID PROPOSAL.** The Bid Proposal is to include the Bid Price Form (Section 5) and Bid Certification and Affidavits (Section 6) and any other information requested herein. Failure to submit a signed Bid Price Form (Section 5) by the due date and time established herein, or via addendum, for the receipt of bids shall render bid non-responsive.

The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.
- SEALED BIDS.** Bids must be submitted in a sealed envelope or container. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Any Bid received after the first Bid has been opened will be considered late and will be returned to the Bidder unopened.
- The City does not accept responsibility for delays, natural or otherwise.
- ADDENDUM.** Procurement may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation is included in Bid Proposal as required.
- SPECIAL NOTICES:** You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>
 - CONE OF SILENCE – CITY CODE SECTION 2-486
 - CAMPAIGN CONTRIBUTIONS BY CONTRACTORS - CITY CODE SECTION
 - DEBARMENT PROCEEDINGS – CITY CODE SECTION 2-397 THROUGH 2-485
 - LOBBYIST REGISTRATION AND DISCLOSURE OF FEES – CITY CODE SECTION 2-481 THROUGH 2-486
 - LIVING WAGE REQUIREMENT – CITY CODE SECTION 407 THROUGH 410
 - LOCAL PREFERENCE FOR MIAMI BEACH-BASED CONTRACTORS – CITY CODE SECTION 2-372
 - PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES – CITY CODE SECTION 2-374
 - PROTEST PROCEDURES – CITY CODE SECTION 2-371

SECTION 2

GENERAL TERMS AND CONDITION

- 2.1 GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.
- 2.2 MODIFICATION/WITHDRAWALS OF BIDS.** A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered. Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.
- 2.3 PRICES QUOTED.** Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state 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. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment; The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation. 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).
- 2.4 TAXES.** The City of Miami Beach is exempt from all Federal Excise and State taxes.
- 2.5 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 and may result in the bid being non-responsive.
- 2.6 CONDITION AND PACKAGING.** Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 2.7 UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 2.8 CITY'S RIGHT TO WAIVE OR REJECT BIDS.** The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.
- 2.9 EQUIVALENTS.** If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. The bidder shall indicate in 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 in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION.**
- Note as to 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.
- 2.10 EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
- 2.11 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 the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.
- 2.12 PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.
- 2.13 SAMPLES.** Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.
- 2.14 DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.
- 2.15 INTERPRETATIONS.** Any questions concerning the Bid conditions and specifications should be submitted, in writing, to the City's Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139, or facsimile: 786-394-4075.
- 2.16 LATE SUBMISSION.** All bids received after the date, time, and place specified in the Bid, will be returned to the bidder unopened, and will not be considered. 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, or any other entity or occurrence. Facsimile, electronic, or e-mailed bids will not be accepted.
- 2.17 INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the

- City, unless loss or damage results from the gross negligence or willful misconduct of the City.
- If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.
- 2.18 PAYMENT.** Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.
- 2.19 DISPUTES.** In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
- 2.20 LEGAL REQUIREMENTS.** The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.
- 2.21 PATENTS & ROYALTIES.** The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, 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 Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 2.22 OSHA.** The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid 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 deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.
- 2.23 MANNER OF PERFORMANCE.** Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.
- 2.24 SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.
- 2.25 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.
- 2.26 AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).
- 2.27 LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
- 2.28 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.
- 2.29 DEFAULT.** Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.
- 2.30 CANCELLATION.** In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.
- 2.31 BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.
- 2.32 SUBSTITUTIONS.** After award of contract, the City WILL NOT accept substitute shipments of any kind. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.
- 2.33 FACILITIES.** The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.
- 2.34 PROTEST.** In the event a prospective bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in this it must file a notice of protest in writing to the Procurement Director, with a copy to the City Clerk, at least ten (10) business days prior to the Bid opening date and hour specified in the solicitation. Any bidder, who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award may protest to the City Manager or his or her designee anytime until two (2) business days following the release of the City Manager's written recommendation to the City Commission. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- 2.35 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:** If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least ten (10) calendar days prior to the scheduled Bid opening date, a request for clarification. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**
- Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in section 5.0, Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a bid non-responsive.
- The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Department of Procurement Management (DPM) 1700 Convention Center Drive, Miami Beach, FL 33139 with a copy to the City Clerk

2.36 DEMONSTRATION OF COMPETENCY.

A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.

B. 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.

C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.

D. 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 of Miami Beach.

E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.

F. 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 supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.

G. 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 ensure 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 the demonstration of competency required under this subsection.

2.37 DETERMINATION OF AWARD. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- The ability, capacity and skill of the bidder to perform the contract.
- Whether the bidder can perform the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with Applicable Laws relating to the contract.

2.38 ASSIGNMENT. The successful bidder 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/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

2.39 LAWS, PERMITS AND REGULATIONS. The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

2.40 OPTIONAL CONTRACT USAGE. When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

2.41 SPOT MARKET PURCHASES. It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

2.42 ELIMINATION FROM CONSIDERATION. This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

2.43 ESTIMATED QUANTITIES. Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

2.44 COLLUSION. Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be collusive. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

2.45 DISPUTES. In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.

2.46 REASONABLE ACCOMMODATION. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Division.

2.47 GRATUITIES. Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

2.48 SIGNED BID CONSIDERED AN OFFER. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. In case of default on the part of the successful bidder, after such acceptance, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

2.49 TIE BIDS. In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

2.50 DELIVERY TIME. Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

2.51 TERMINATION FOR DEFAULT. If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice. In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed

by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

2.52 TERMINATION FOR CONVENIENCE OF CITY. The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

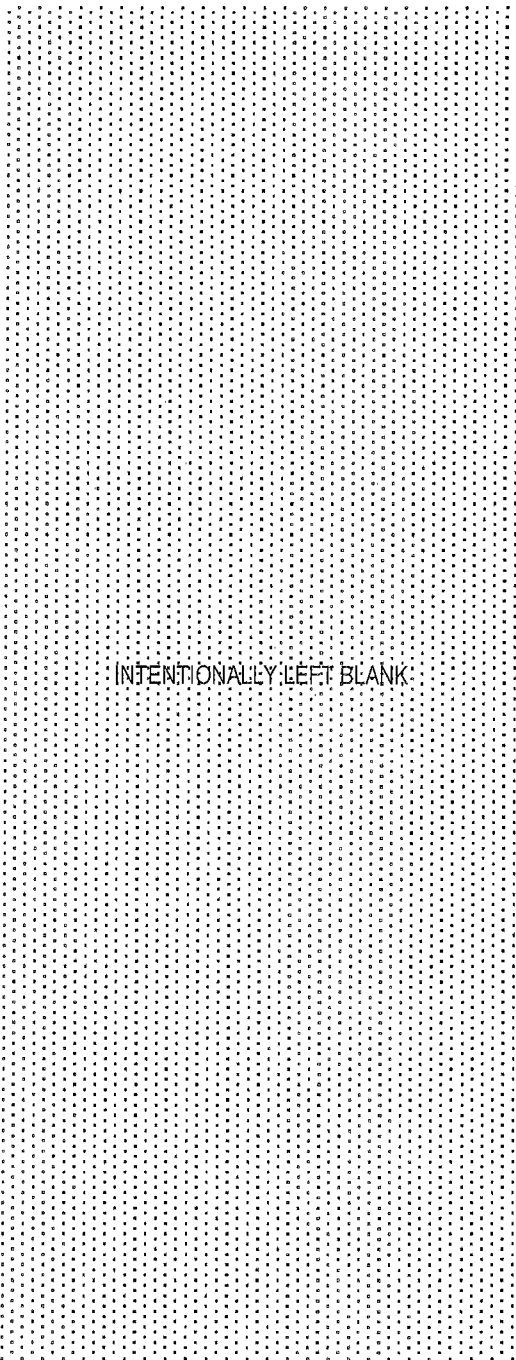
2.53 INDEMNIFICATION. The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

2.54 EXCEPTIONS TO BID. Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

2.55 FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in

possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

2.56 CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.



INTENTIONALLY LEFT BLANK

SECTION 3.0 SPECIAL CONDITIONS

3.1 PURPOSE: The City of Miami Beach, Florida (the "City") is seeking bids from qualified plumbing contractors for the provision of various routine plumbing services on an "as needed" basis, including emergency repairs and planned repairs or small projects. Services contracted during any part of a term will continue through completion of the services without regard to the end of the term and without obligation to renew the agreement.

3.2 BIDDER QUESTIONS: Any questions or clarifications concerning this solicitation shall be submitted to the Department of Procurement Management (DPM) in writing to the attention of the Procurement Contact named in Section 1, with a copy to the City Clerk's Office, Rafael E. Granado via e-mail: RafaelGranado@miamibeachfl.gov ; or facsimile: 786-394-4188. The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

3.3 PRE-BID MEETING: Monday, January 6, 2013 @ 1:00 PM

City Manager's Large Conference Room

Miami Beach City Hall, 4th Floor
1700 Convention Center Drive
Miami Beach, FL 33139

Dial-in Instructions:

- **Dial the Telephone Number:** 888-270-9936
- **Enter the Meeting Number:** 1142644 and then press the pound (#) key

3.4 VENDOR PREFERENCES:

3.4.1 MIAMI BEACH BASED VENDORS. In accordance with Section 2-372 of the Miami Beach City Code, a Miami Beach-based vendor, whose bid amount is within five percent (5%) of the lowest, responsive, responsible bidder, will be provided an opportunity to furnish the bid items at the amount bid by the lowest, responsive, responsible bidder.

3.4.2 VETERAN BUSINESS ENTERPRISES. In accordance with Section 2-374 of the Miami Beach City Code, a Veteran Business Enterprise vendor, whose bid amount is within five percent (5%) of the lowest, responsive, responsible bidder, will be provided an opportunity to furnish the bid items at the amount bid by the lowest, responsive, responsible bidder.

3.5 METHOD OF AWARD:

3.5.1 Staff Review/Recommendation. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. The City reserves the right to consider award to secondary and tertiary vendors.

3.5.2 City Manager's Review. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City.

3.5.3 City Commission Authority. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s).

3.5.4 Best Vendor. In addition to price and other requirements, the City shall consider the following in making an award determination:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

3.5 TERM OF CONTRACT: The Contract shall commence upon the date of notice of award and shall be effective for two (2) years.

3.6 OPTION TO RENEW: There will be the option to extend for three (3) additional one (1) year periods, subject to the availability of funds for succeeding fiscal years. Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3.8 PRICES: All prices quoted in the awardee's bid submittal shall remain firm and fixed, unless amended in writing by the City.

3.8.1 COST ESCALATION. Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

3.9 EXAMINATION OF CITY FACILITY AND INSPECTION OF CITY EQUIPMENT: N/A

3.10 EQUAL PRODUCT: N/A

3.11 LIQUIDATED DAMAGES: N/A

3.12 INDEMNIFICATION AND INSURANCE: The successful bidder shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. The bidder shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the bidder is acting as an independent contractor, and not as an agent or employees of the City.

The successful bidder, at all times during the full term of the contract, shall comply with the following requirements:

- No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.
- Original signed certificates of insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City is Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the successful bidder must submit updated certificates of insurance for as long a period as any work and/or services

are still in progress.

- It is understood and agreed that all policies of insurance provided by the bidder are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work and/or services performed in this contract.
- All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.
- The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor shall furnish to the Department of Procurement Management, City of Miami Beach, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **City of Miami Beach must be shown as an additional insured with respect to this coverage.**
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City Risk Management Division.
- or
- The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder. **Certificate holder must read:**

**CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
3rd FLOOR
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The foregoing indemnity shall apply to any and all claims and suits other than claims and suits arising out of the gross negligence or willful misconduct of the City of Miami Beach, its officers, agents, and employees.

The bidder will notify its insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The bidder will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The bidder will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any section of this contract. Bidder shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by it as it is for acts and omissions of persons directly employed by it.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should the successful bidder fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract in default and proceed to terminate same.

Please note that the City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

3.13 BID GUARANTY: N/A

3.14 PERFORMANCE AND/OR PAYMENT BOND: Performance and payment bond, in the full amount of the value of the project, will be required for projects exceeding \$300,000. Please refer to Section 2.28 - Bid Bonds, Performance Bonds, and Certificates of Insurance.

3.15 CERTIFICATIONS: State Plumbing Contractor of Miami-Dade Master Plumbing

3.16 METHOD OF PAYMENT: Invoices for payment will be submitted upon receipt and acceptance of goods ordered via a Purchase Order. No down or partial down payments will be made. Invoices will be subject to verification and approval by the Contract Administrator, or his/her designated representative.

3.17 SHIPPING TERMS: FOB DESTINATION

3.18 DELIVERY REQUIREMENTS: The Successful Bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

3.19 BACK ORDER ALLOWANCES: Subject to approval by City's authorized representative.

3.20 WARRANTY/GUARANTEE REQUIREMENTS: The contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the contractor is under contract with the City at the

time of the defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warrant provisions.

The contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the contractor of such deficiency in writing. If the contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the contractor, in writing, that the bidder may be debarred as a City bidder/proposer and/or subject to contractual default if the correction or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the contractor in default of the contract, and/or (b) procure the products or services from another contractor and charge the contractor for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

- 3.21 MULTIPLE AWARD:** The City may award up to three vendors (primary, secondary, tertiary), as available, by line item, by group or in its entirety. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.
- 3.22 CONTRACTOR EMPLOYEE CRIMINAL BACKGROUND CHECK AND ID BADGING REQUIREMENTS:** It is a requirement of this bid that contractor comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, requiring that only those contractor employees that have successfully passed the background screening required by the referenced statutes and that meet the standards established by the statutes be allowed access to any City location or prior to the provision of any contract services. **This requirement shall extend to all contractor representatives, agents or sub-contractors performing duties under the contract.** The background screening will be conducted by The City of Miami Beach Human Resources Department. **Contractor will bear the cost, currently estimated at approximately \$40.00 per employee (subject to change from time to time), of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the provided with respect to contractor and its personnel.** The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this solicitation and any resulting agreement for which the City reserves the right to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless the City, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Upon successful completion of the required criminal background check, the City will issue ID badges to each contractor employee at a nominal fee, currently \$10.00 (subject to change from time to time). Contractor agrees that no contractor employee shall be allowed on any City property without a City issued ID badge worn at all times in a visible and easily readable location. The transfer of ID badge from one employee to another is strictly prohibited and shall be cause for all contractor employees responsible for such action to be immediately removed from City property and contractor fined in accordance with the provisions of Section 4.5. Instructions on obtaining ID badges will be provided after contract award. City ID badges will only be valid for the original term of the contract. Subsequent renewal periods will require new background checks and City ID badges.

Contractor agrees to require all its employees to notify the Contractor and the City of any arrest(s) or conviction(s) of any offense within 24 hours of its occurrence. Contractor further agrees to immediately notify the City upon becoming aware that one of its employees which were previously certified as completing the background check is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the City of such arrest or conviction within 24 hours of being put on notice shall constitute a material breach of the Contract entitling the City to terminate this Contract immediately.

3.23 MANUFACTURER PRICE LISTS: Bid shall state, on the Bid Price Form, the mark-up against its invoice pricing that bidder will apply to any parts and supplies required under the scope of this ITB. With each payment application or invoice, bidder shall submit documentation verifying the referenced invoice pricing for parts and supplies.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 MINIMUM REQUIREMENTS. The following minimum requirements will be considered in the review of each bidder's responsiveness. Failure to meet or exceed minimum requirements will disqualify bidder from consideration.

4.1.1 Licensure / Certification. State Plumbing Contractor of Miami-Dade Master Plumbing. **Current licenses must be provided with bid, and no personnel shall service City facilities without said licenses.**

4.1.2 Similar Experience. Bidder shall demonstrate previous experience in regards to the requirements of this solicitation for a period of no less than three (3) years in providing these services to at least one government agency in the Tri-County area (Miami-Dade, Broward, Palm Beach).

4.2 SCOPE OF WORK. The successful Bidder shall furnish plumbing services, including parts, labor, materials, equipment and supervision as specified herein and, at a minimum, in accordance with generally accepted industry principles, standards and practices. The City has the need from time to time for various types of plumbing service work. Some work will be of a scheduled nature and other work will be of an emergency nature. The objective of this ITB is to reduce the cost and time of advertising, shorten the response time and improve the efficiency and clarity in the production of the contracts for these services. Any resulting Agreements shall be non-exclusive and no specific amount of work is guaranteed as a result of this ITB. Plumbing work necessary as a result of this IFB will vary according to City requirements. Travel time charges are not allowed.

The potential tasks identified in this ITB are for information to the Bidder. Tasks shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the Bidder of his obligation to fill all orders placed by the City. No bid will be considered which stipulates that the City guarantees to order a specific quantity of any service. The services anticipated under the resulting contract include, but are not limited to, the following:

1. Installation, repairs, or modification to water, sewer, and drain lines;
2. Installation, repairs, or modification to storm drains and roof drains;
3. Cleaning and unstopping of drains and sewer lines from 1" to 6";
4. Installation, repairs, or modification on a variety of bathrooms, i.e., sinks, showers, toilets, urinals, hot water heaters, well pumps, holding tanks, drains and beach showers;
5. Installation, repairs, or modification on a variety of kitchens, i.e., dishwashers, and drains; and
6. Installation and repairs to gas pipes, pipe insulation, and heat tap.

4.3 SCHEDULING/RESPONSE TIME. Response time requirements shall be as follows:

4.3.1 Emergency Repairs / Service. Work shall commence within four (4) hours of notification.

4.3.2 Non-Emergency or Planned Work. Within 48 hours of PO issuance or as agreed to by the City.

4.4 PARTS AND SUPPLIES. The City may provide supplies, materials or parts necessary for the work performed by the contractor or may require contractor to provide said materials in accordance with the pricing established herein. It shall be the responsibility of the contractor to supply all necessary tools, equipment and transportation to perform the work as requested. The contractor may be requested to obtain supplies, materials or parts from time to time which should be of good quality. The cost of such shall be billed as per the requirements of this ITB.

4.5 PLANNED PROJECTS. From time to time, the County may request an estimated project cost from one or more contractors (irrespective of order of award) prior to authorizing. At its own expense, the contractor shall visit the site and prepare a detailed hourly rate bid, based on the contractor's contract rates for accomplishing the work. Each bid

prepared by the contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. Work Orders requesting hourly rate bids should not be performed by the contractor until approval of such Work Order has been given by the City. all risk and financial liability for any services rendered without such proper authorization.

- 4.6 PERMITS.** Contractor shall be responsible for attaining permits for any work which requires permits. The City will reimburse the Contractor 100% of the cost of the permits only. No administrative fee is allowed to be assessed to the cost of the permits.
- 4.7 WARRANTY:** Contractor shall fully guarantee all repair work for a period of not less than one year. For new installations, Contractor shall additionally provide full manufacturer warranty to the City.
- 4.8 VALUE:** No guarantee as to the dollar amount of this bid is given or implied. Estimates in the Bid Price Form are strictly for evaluative purposes and may not represent actual work awarded to Contractor(s) under this contract.


**SECTION 5.0
 BID PRICE FORM**

Failure to submit Section 5, Bid Price Form, in its entirety and fully executed by the deadline established for the receipt of bids will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the bid price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. Bid Price Forms (Section 5) completed in pencil shall be deemed non-responsive. All corrections on the Bid Price Form (Section 5) shall be initialed.

SECTION 5.1 --EQUIPMENT, PARTS AND SERVICE

Group 1					
Group Item	Description	Estimated Annual service hours	U/M	Unit Cost	Total (Quantity x Unit Cost) ¹
1A	Hourly Rate - Regular	1600	Hourly Rate	\$80.00	\$128,000.00
1B	Hourly Rate - Non Regular	400	Hourly Rate	\$120.00	\$48,000.00
Sub-total Item 1 - Labor (Items 1A + 1B)					
Group Item	Description	Estimated Annual Gross Costs (Dealer Invoice Cost)	% mark-up (See Special Condition 3.23)	Net Cost (Dealer Invoice Cost X % Mark-up)	
1C	Mark-up for Parts and Supplies	\$50,000	30 %	\$65,000.00	
Sub-total Item 1 - Parts & Equipment (Item 1C)					
Total Group 1 (1A + 1B + 1C)					\$241,000.00

Bidder's Affirmation	
Company:	Right Way Plumbing Co.
Authorized Representative:	Charles Ermer
Address:	1329 Shotgun Road Sunrise, FL 33326
Telephone:	954-423-0000
Email:	service@rightwayplumbing.com
Authorized Representative's Signature:	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seitlin, A Marsh&McLennan Agency LLC Co 1000 Corporate Drive Suite 400 Ft. Lauderdale FL 33334	CONTACT NAME: PHONE (A/C, No, Ext): (954) 938-8788 FAX (A/C, No): (954) 938-8566 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Right Way Plumbing Co. 1329 Shotgun Road Sunrise FL 33326-1935	INSURER A: Hartford Fire Insurance Co. 19682	
	INSURER B: St. Paul Fire & Marine Ins. Co. 24767	
	INSURER C: Great American E&S Insurance 37532	
	INSURER D:	
	INSURER E:	
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** Cert ID 37967 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	21UENOH1683	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Broad Form PD, XCU						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	Y	Y	21UENOH1684	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB			ZUP-13S07294-13-NF	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ Nil						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	21WEOR1682	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
	Y/N <input checked="" type="checkbox"/> N N/A						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/ Prof. Liab.			PCE262899504	1/8/2013	1/8/2014	Each Claim \$ 1,000,000
	Retro Date: 1/8/09						Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PROOF OF INSURANCE ONLY.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MIAMI BEACH 555 17TH STREET MIAMI BEACH FL 33139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SECTION 6.0 BID CERTIFICATION & AFFIDAVITS

Failure to submit Section 6, Bid Certification and Affidavits, in its entirety and fully executed by the deadline established for the receipt of bids, or upon request by the City, will result in proposal being deemed non-responsive and being rejected.

6.1, General Proposer Information.

FIRM NAME: Right Way Plumbing Co.		
NO OF YEARS IN BUSINESS: 83	NO OF YEARS IN BUSINESS LOCALLY: 83	NO. OF EMPLOYEES: 94
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS): 1329 Shotgun Road		
CITY: Sunrise		
STATE: FL		
TELEPHONE NO.: 954-423-0000		
TOLL FREE NO.: 800-921-9289		
FAX NO.: 954-423-0668		
FIRM LOCAL ADDRESS: 1329 Shotgun Road		
CITY: Sunrise		
STATE: FL		
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Ramon "Piti" Gomez		
ACCOUNT REP TELEPHONE NO.: 305-205-4699		
ACCOUNT REP TOLL FREE NO.: 800-921-9289		
ACCOUNT REP EMAIL: service@rightwayplumbing.com		
FEDERAL TAX IDENTIFICATION NO.: 59-0422570		

The City reserves the right to seek additional information from bidder / proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the bidder / proposer to perform in accordance with contract requirements.

6.2. Acknowledgement of Addendum. After issuance of solicitation, the City may have released one or more addenda to the solicitation, which may provide additional information to proposers or alter solicitation requirements. Proposers are solely responsible for assuring they have received any and all addenda issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

6.3. Miami Beach Based (Local) Vendor. Is proposer a Miami Beach based firm?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming Miami Beach vendor status shall submit a Business Tax Receipt issued by the City of Miami Beach **AND** proof of business residency with the City for at least one year prior to bid submittal, as required pursuant to ordinance 2011-3747.

6.4. Veteran Owned Business. Is proposer a veteran owned business?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

6.5. Financial Capacity. Proposers shall request Dun & Bradstreet to submit directly to the City through electronic means by the proposal due date, or within three (3) days of notification, a Dun & Bradstreet Supplier Evaluation Report on line directly from Dun & Bradstreet. The prospective Provider shall request the report from D&B at:
<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

The City reserves the right to require other financial information (e.g., audited financial statements, bonding capacity, credit history, etc.), as part of the solicitation submittal requirements or during the evaluation process, as necessary to evaluate financial capacity.

6.6. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: Proposer shall submit a minimum of three (3) references, including the following information: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided. Proposer may attach additional references and ask that additional references submit client surveys as applicable.

6.7. **Public Entity Crimes.** In accordance with Florida Statutes, any bidder or bidder's principals, including officers, directors, executives, partners, shareholders, employees, members, agent or as otherwise defined in Florida Statute 287.133, including joint venture partners, who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Has proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to the violation(s) or contract cancellation(s).

6.8. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in ITB. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6.9. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management (DPM) with its bid/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

6.10. Living Wage. Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:

- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this bid, under which the City may, at its sole option, immediately deem said proposer as non-responsive, and may further subject proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

6.11. Equal Benefits for Employees with Spouses and Employees with Domestic Partners. When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

YES NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

YES NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health	X		
Sick Leave			
Family Medical Leave	X		
Bereavement Leave	X		

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: YOU MUST SUBMIT SUPPORTING DOCUMENTATION to verify each benefit marked in Question 2C. Without proper documentation, your company cannot be certified as complying with the City's Equal Benefits Requirement for Domestic Partner Ordinance. For example, to document medical insurance submit a statement from your insurance provider or a copy of the eligibility section of your plan document; to document leave programs, submit a copy of your company's employee handbook. If documentation for a particular benefit does not exist, attach an explanation.

6.12. Other Submittal Requirements.

Right Way Plumbing Company

SINCE 1931

Certified Plumbing - Pollutant Storage - Contractors

CORPORATE OFFICE: 1329 SHOTGUN ROAD • SUNRISE, FL 33326 -1935
BROWARD (954) 423-0000 • DADE (305) 885-8948 • TOLL FREE (800) 921- 9289

References for

RIGHT WAY PLUMBING CO.

Dominic Halley-Roarke
Assistant to Facility Managers
University of Miami
Coral Gables, FL 33124
305-284-5399

*great service!
was @ university
saw right way*

Luis Larrazabal
Lead Operations Manager - JLL
AT&T
600 NW 79 Ave, Room 111
Miami, FL 33126
305-260-8386

Glenn Anderson
Senior Maintenance and CAM Mgr
BJ's Wholesale Club
PO Box 5233
Westborough, MA 01581
774-512-6058

Osiel Fundora
FDOT D6 Facility Manager
FL Department of Transportation
1001 NW 111 Ave
Miami, FL 33172
305-470-5411

*work very well
would recommend
very accurate
they had problem
done several jobs
saw right way*

AC# 6271763

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502080

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	CFC020310

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6272299

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502616

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	PCC049610

The POLLUTANT STORAGE SYSTEMS CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6271918

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081502235

DATE	BATCH NUMBER	LICENSE NBR
08/15/2012	128038655	CGC020568

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

ERMER, CHARLES D
RIGHT WAY PLUMBING CO
1329 SHOTGUN RD
SUNRISE FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

AC# 6154176

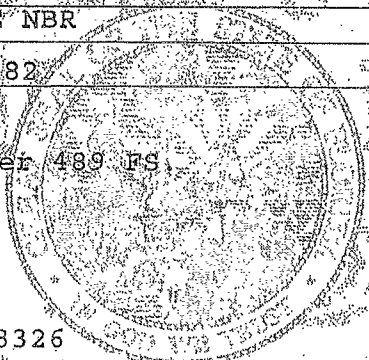
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12060601098

DATE	BATCH NUMBER	LICENSE NBR
06/06/2012	L18199363	CFC045182

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2014



ROURKE, DANIEL JOSEPH
RIGHT WAY PLUMBING CO INC
1329 SHOTGUN RD
SUNRISE
FL 33326

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW

Florida
DRIVER LICENSE CLASS E
R620-170-55-405-0

DANIEL JOSEPH
FOURKE
18240 HWY 39 ST
PEMBROKE PINES, FL 33029-0000
DOB: 11-05-1958 SEX: M
ISSUED: 10-02-2008 HGT: 5-10
EXPIRES: 11-05-2017
TEST
EMPLOYEE

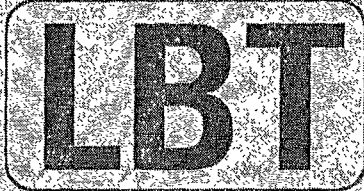
SAFE DRIVER

Get taken in a motor vehicle in compliance with the provisions of the law.

Local Business Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY



5652244

BUSINESS NAME/LOCATION
RIGHT WAY PLUMBING CO INC
DOING BUS IN DADE CO
MIAMI FL 33000

RECEIPT NO.
RENEWAL
5895801

EXPIRES
SEPTEMBER 30, 2014

*Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10*

OWNER
RIGHT WAY PLUMBING CO INC
Worker(s) 10

SEC. TYPE OF BUSINESS
196 PLUMBING CONTRACTOR
CFC045182

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$75.00 07/24/2013
TXHS1-13-0357

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any applicable state or non-governmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Case 12-1202

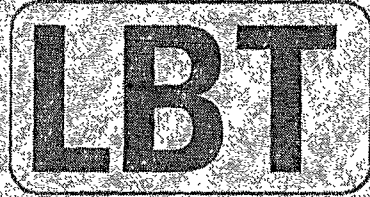
For more information, visit www.miamidade.com

000125

Local Business Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY



263244

BUSINESS NAME/LOCATION
RIGHT WAY PLUMBING CO INC
DOING BUS IN DADE CO
MIAMI FL 33000

RECEIPT NO:
RENEWAL
263244

EXPIRES
SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER:
RIGHT WAY PLUMBING CO INC
Worker(s) 10

SEC. TYPE OF BUSINESS
196 PLUMBING CONTRACTOR
CFC020310

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$75.00 08/06/2013
TXHS1-13-043076


This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276

For more information, visit www.miamidade.gov/taxcollector

SUBMITTAL CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITB, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: Charles Ermer	Title of Proposer's Authorized Representative: President
Signature of Proposer's Authorized Representative: 	Date: 01/15/2014

State of Florida

County of Broward

This instrument was signed before me on 01/15/2014

by Charles Ermer



Print name of Signer(s)

Krystyna Ermer
Notary Signature

Krystyna Ermer
Notary Printed Name

Notary Public for the State of Florida

My Commission expires: Aug 11, 20 17

Affix seal/stamp as close to signature as possible.

NO BID SUBMITTAL

WE HAVE ELECTED NOT TO SUBMIT A BID AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to bid
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future bids of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: Steven Williams
BID #2014-079-SW
1700 Convention Center Drive
MIAMI BEACH, FL 33139