

**RESOLUTION No. 17-38**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY OF DORAL CODE OF ORDINANCES, APPROVING THE PURCHASE OF OFFICE FURNITURE FOR THE POLICE DEPARTMENT HEADQUARTERS, VIA REQUEST FOR PROPOSALS #2016-47 WITH PRADERE MANUFACTURING CORP., IN AN AMOUNT NOT TO EXCEED \$53,523.02; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PURCHASE OF OFFICE FURNITURE, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the “City”) issued Invitation to Request For Proposal #2016-47 for “Office Furniture for Police Department Headquarters” (the “RFP”) on December 20, 2016, advertising on the City’s Procurement website, on DemandStar, and via emails to local vendors; and

**WHEREAS**, as a result of the advertisement, four (4) firms attended the Mandatory Pre-Proposal Meeting held on January 10, 2017 at the Police Headquarters and one (1) submittal was received and opened on February 3, 2017, with the firm meeting the required criteria.

**WHEREAS**, the City’s evaluation committee held a public meeting on February 16, 2017 to score and rank the proposals and determined that based on a Three Hundred and Ten (310) point system—which includes a possible of Ten (10) extra points for: “Doral Based”, “Miami-Dade/Broward County Based”, “Certified Minority Business” or “Certified Veteran Business”, Pradere Manufacturing scored Two Hundred Ninety Four (294) Points; and

**WHEREAS**, Staff has recommended the City Council approve the purchase of

office furniture from Pradere Manufacturing Corp. in the amount of \$53,523.02 and authorizes the manager to execute an agreement to expend budgeted funds from account number 001.600005.500640; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The purchase of office furniture for the Police Department Headquarters from Pradere Manufacturing Corp., Request for Qualification #2016-47, in accordance with the Quote, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The foregoing approval, absent the mutual execution of an agreement between the City and Pradere Manufacturing Corp., does not vest any contractual rights on Pradere Manufacturing Corp.

**Section 3. Authorization.** The City Manager is hereby authorized to negotiate and enter into an agreement with Pradere Manufacturing Corp., subject to approval by the City Attorney, as to form and legal sufficiency, for the provision of office furniture for the Police Department Headquarters, and to expend budgeted funds in furtherance hereof from account number 001.600005.50064.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

|                                  |                |
|----------------------------------|----------------|
| Mayor Juan Carlos Bermudez       | Yes            |
| Vice Mayor Pete Cabrera          | Yes            |
| Councilwoman Christi Fraga       | Absent/Excused |
| Councilwoman Claudia Mariaca     | Yes            |
| Councilwoman Ana Maria Rodriguez | Yes            |

PASSED and ADOPTED this 8 day of March, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”



**City of Doral**  
**Request for Proposal**  
***Office Furniture***

**RFP # 2016-47**

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## **City of Doral Request for Proposal Office Furniture RFP# 2016-47**

### **SOLICITATION NOTICE**

Pursuant to the City of Doral's Procurement Ordinance #2004-03, submittals for consideration to provide the goods and/or services detailed in the scope of work listed below shall be received by Edward Rojas, City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 until **11:00 am on February 3, 2017**. **The sealed submittals shall be clearly marked "RFP #2016-47, Office Furniture"**

**All submittals shall be publicly opened and recorded on 11:00 am, February 3, 2017.** Late submittals shall **not** be accepted or considered. Respondents are to deliver, in sealed envelope or box, **one (1) original and three (3) copies in separate 3 ring binders** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this solicitation. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the submittal.**

The City's tentative schedule for this solicitation is as follows:

- **Mandatory Pre- Proposal Meeting:      January 10, 2017@ 10 00 AM**  
**See Section 2.14 for Time & Location**
- Cut-off Date for Questions:                      January 19, 2017 @ 12:00 PM
- Opening of Responses:                              February 3, 2017 @ 11:00 AM

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

## **SOLICITATION OVERVIEW**

The City of Doral is soliciting formal bids for the purchase of Office Furniture with Installation. A copy of the complete solicitation may be obtained from the [City of Doral's Procurement Division website](#).

All questions or comments should be directed to the following email: [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). Inquiries must reference **RFP #2016-47 Office Furniture** in the subject line.

No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

It is the intent of the City to award a contract subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

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



## SECTION 1.0: GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

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

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter/Bidder

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/Contractor/Submitter/Bidder

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this ITB and a Notice of Commencement will be issued.

(iii) Proposals/Submittal

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

**1.2 CLARIFICATION; QUESTIONS**

The City reserves the right to request for clarification on information submitted from an Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

**1.3 COST OF PREPARATION**

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

**1.4 EXAMINATION OF DOCUMENTS**

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

**1.5 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to

public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

## **1.6 WITHDRAWAL OF BID**

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening the submittals**. No oral modifications will be considered.

## **1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS**

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

## **1.8 GOVERNMENTAL RESTRICTIONS**

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

## **1.9 SUBMISSION OF PROPOSAL**

- (i) **Incurred Expenses**  
The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.
- (ii) **Interviews**  
The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the

Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **RFP Acknowledgment**

By submitting a proposal, the Proposer/Bidder certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all bids for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

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

(vii) **Alternate Bids/Statement/Proposals**

Alternate bids, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

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

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to *identify with specificity* any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this ITB shall become the property of the City of Doral and shall not be returned to the Proposer.

In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

#### **1.10 COMPLIANCE WITH ORDERS AND LAWS**

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

- **Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**
- **Occupational, Safety and Health Act (OSHA)**
- **The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**
- **Environment Protection Agency (EPA)**
- **Uniform Commercial Code (Florida Statutes, Chapter 672)**
- **American with Disabilities Act of 1990, as amended**
- **National Institute of Occupational Safety Hazards (NIOSH)**
- **National Forest Products Association (NFPA)**
- **State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**
- **U.S. Department of Transportation**
- **City of Doral, City Ordinance No. 2004-03**
- **Cone of Silence, Miami-Dade County Code of Ordinances**
- **The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor

any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

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

#### **1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;

- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time

- period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
  - (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
  - (9) contract negotiations during any duly noticed public meeting;
  - (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the ITB award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

#### **1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW**

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

#### **1.13 CANCELLATION**

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

#### **1.14 ASSIGNMENT**

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute



such contract to any person, company or corporation without prior written consent of the City of Doral.

#### **1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

#### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

#### **1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

#### **1.18 ANTI-TRUST PROVISION**

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

#### **1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to

disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

#### **1.20 CAPITAL EXPENDITURES**

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

#### **1.21 GOVERNING LAW AND VENUE**

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

#### **1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

#### **1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

## 1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder, in substantially the form attached hereto as, shall include, but not be limited to, the following terms and conditions:

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

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

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

## **2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The City of Doral is soliciting proposals for Office Furniture with Installation.

### **2.2 QUALIFICATIONS**

All dealerships that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

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

3. Bidder must have performed work in Florida on at least three (3) previous Office Furniture Installations within the past five (5) years. At least one (1) of these jobs must have been performed for a governmental entity in Florida. **The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 3.0. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

### **2.3 LICENSING**

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

## **2.4 TERM OF CONTRACT**

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

The initial contract resultant from this solicitation shall prevail for a one year period from the contract’s effective date. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

## **2.5 PRICING**

If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **2.6 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

**2.7 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer’s qualifications.

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

Proposals will be evaluated using the following criteria..

| <u>Criteria</u>                                     | <u>Points</u> |
|---|---------------|
| Pricing   | 25            |
| Qualifications of Firm                              | 25            |
| Understanding & Responsiveness to Scope of Services | 25            |
| Value Added services                                | 25            |
|   |               |
| <b>Total Points Possible</b>                        | <b>100</b>    |

**EXTRA POINTS:** Points will be added for the following criteria:

Vendor is headquartered or has an office in City of Doral. 2.5 Points

Vendor is headquartered or has an office in Miami-Dade/  
Broward County. 2.5 Points

Vendor is a Certified Minority Business Enterprise as  
Defined in Florida Statute 288.703. 2.5 Points

Vendor is a Certified Veteran Business Enterprise as  
Defined in Florida Statute 295.187. 2.5 Points

**The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

**2.8 DUE DATE**

All Bids are due no later than **February 3, 2017 @11:00 AM, EST** or any time prior thereto at the City Clerk’s Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and three (3) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Respondent’s name and **“RFP#2016-47 Office Furniture”**.

Original submittal and two (2) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be

responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

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

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

**2.9 INSURANCE REQUIREMENTS**

Successful Respondent shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit "A"**.

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.**

**2.10 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

**2.11 INQUIRIES**



Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **RFP #2016-47 Office Furniture**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Respondents requiring clarification or interpretation of the ITB must submit them via email on or before 12:00 pm noon January 19, 2017. The person or dealership submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.12 ATTACHED FORMS**

### **2.12.1 Non-Collusion Affidavit**

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

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

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

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

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

**2.12.2 Prohibition on Contingent Fees**

As part of any Bid, the Contractor shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor to solicit or secure the agreement that may result from this ITB and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**2.12.3 Americans with Disabilities**

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

**2.12.4 Compliance with Equal Employment Opportunity**

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

**2.12.5 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the

threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

**2.12.6 Truth in Negotiating Certificate**

As part of any bid, the Contractor shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this ITB and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

**2.12.7 Tie Bid Forms**

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the time-stamp of the submittal of the ITB to determine the earliest received ITB proposal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

**The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.**

**2.13 Guarantee**

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of final delivery. Upon completion of the one year period, the vendor must

ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

#### **2.14 PRE-RFP RESPONSE MEETING**

**A Pre-RFP Response Meeting will be held on January 10, 2017 at 10:00 AM. at City of Doral, Main Police Station, Lobby, 6100 NW 99 Ave, Doral FL, 33178.** During this conference staff will review the requirements of the RFP. Proposers are required to be familiar with any conditions that may, in any manner, affect the work to be done. **Late arrivals will not be admitted**

## SECTION 3 – SPECIFICATIONS

### SCOPE OF SERVICES

- 3.1** The work covered by the Specifications and Contract Documents, consists of Supplying and Installing “AIS Brand Office Furniture” (as specified), SIT Brand: Side Chairs, Desks, Lateral Files and Office Chair to match existing furniture.

**\* No comparable or “equal” items shall be accepted.**

### **3.2 ACCEPTANCE OF COMPLETED WORK**

A City of Doral representative must approve the work and related costs prior to the commencement of work by the issuance of a Notice to Proceed or Work Order. The City of Doral will determine if the completed work is acceptable. If the work does not meet the City requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

### **3.3 SUPPLIES AND PROGRAM**

The Proposer shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of this contract according to an approved program.

### **3.4 PROCESSING OF APPLICATION FOR PAYMENT**

Cut-off date is the close of the Work day of the final Friday of each month. The Contractor shall submit by the first Friday of each month Contractor's completed Application for Payment for the previous period. The City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, the Contractor shall submit his application on the next workday.

The Contractor is advised that processing of draws must follow this schedule, as the City

has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

### **3.5 SAFETY AND PROTECTION**

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

3.5.1 All employees and other persons, whom may be affected thereby,

3.5.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

3.5.3 Other property at the work area.

### **3.6 WORK DURING INCLEMENT WEATHER**

No Work shall be performed under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

### **3.7 COMMENCEMENT CONFERENCE**

Within five (5) days after delivery of the executed Agreement by the City to the Contractor, but before starting the Work, a commencement conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the services to be provided. Present at the conference will be the City representative(s), and the Contractor.

**END OF SECTION 3**

**SECTION 4 – BID SUBMITTAL FORM: RFP#2016-47**

THIS PROPOSAL IS SUBMITTED TO:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this ITB and in accordance with the other terms and conditions of the Contract Documents.
2. Respondent accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
  - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)  
  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_
  - (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
  - (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
  - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
  5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place. As such the Respondent shall furnish all labor, materials, equipment, tools, superintendence, and services necessary to provide a complete Project.
  6. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
  7. Communications concerning this Proposal shall be addressed to:



Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Attention: \_\_\_\_\_

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

**STATEMENT**

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

SUBMITTED THIS DAY \_\_\_\_\_, 20\_\_.

Person Authorized to sign Proposal:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

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

Company Address: \_\_\_\_\_

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Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ email: \_\_\_\_\_

## **SECTION 5 – FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

### **LIST OF ATTACHED FORMS:**

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Bids Certification
- Bidders Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

**STATEMENT OF NO RESPONSE**  
**RFP#2016-47**

**FOR BIDDERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY WRITE  
“N/A” ON THIS FORM.**

If you are not proposing on this service/commodity, please complete and return this form to:  
City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may  
result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

REMARKS: \_\_\_\_\_

**Solicitation Response Form**

**BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

**Name:** RFP #2016-47  
**Title:** Office Furniture  
**Due Date:** February 3, 2017  
**Delivery Location:** City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**Submitted by:** \_\_\_\_\_  
(name of company and address) \_\_\_\_\_  
\_\_\_\_\_

**PLEASE DO NOT TAPE BELOW THIS LINE**

---

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**

**RFP#2016-47**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**

*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# BIDDER QUALIFICATION STATEMENT

RFP#2016-47

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_
  
2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

**END OF SECTION**



**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

**RFP#2016-47**

I, \_\_\_\_\_, being first duly sworn state:

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

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

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

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

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

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\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

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

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**NON-COLLUSION AFFIDAVIT**  
**RFP#2016-47**

State of \_\_\_\_\_ )  
 )  
SS  
County of \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

**NO CONTINGENCY AFFIDAVIT**

**RFP#2016-47**

State of \_\_\_\_\_ )  
 )

SS

County of \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

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

**RFP#2016-47**

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

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address

is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN)

is: \_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

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

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;

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

\_\_\_\_\_  
SIGNATURE

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

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

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

**RFP#2016-47**

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose business  
address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable)  
its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN,  
include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_).

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

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

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

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

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or



services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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

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

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

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

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ Or Produced  
Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My  
Commission Expires \_\_\_\_\_

(Type of Identification)(Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**RFP#2016-47**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

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

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT**  
**RFP#2016-47**

STATE OF \_\_\_\_\_ }

}SS:

COUNTY OF \_\_\_\_\_ }

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

By: \_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

\_\_\_\_\_

(Printed Name)

My commission expires: \_\_\_\_\_

# EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP#2016-47

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

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

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
DATE

**CONE OF SILENCE CERTIFICATION**  
**RFP#2016-47**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

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

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**TIE BIDS CERTIFICATION**  
**RFP#2016-47**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

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

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**RESPONDENT'S CERTIFICATION**  
**RFP#2016-47**

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

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

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

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

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

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated,  
\_\_\_\_\_, 20\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested  
by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this  
Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_,  
day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20 \_\_\_\_\_, to the City of Doral and this partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)



**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, Office Furniture, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

**EXHIBIT “A”  
INSURANCE REQUIREMENTS  
OFFICE FURNITURE**

**I. Commercial General Liability**

A. Limits of Liability

|   |             |
|---|-------------|
| Bodily Injury & Property Damage Liability |             |
| Each Occurrence                           | \$1,000,000 |
| Policy Aggregate                          | \$2,000,000 |
| Personal & Advertising Injury             | \$1,000,000 |
| Products & Completed Operations           | \$2,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured, including  
Contingent & Contractual Liability  
Premises and Products/Completed Operations Liability following completion  
of this contract.  
Primary Insurance Clause Endorsement

**II. Business Automobile Liability**

A. Limits of Liability

|   |             |
|---|-------------|
| Bodily Injury and Property Damage       |             |
| Combined Single Limit                   |             |
| Any Auto/Owned Autos or Scheduled Autos |             |
| Including hired and Non Owned Autos     |             |
| Any One Accident                        | \$1,000,000 |

B. Endorsements Required

City of Doral listed as an additional insured

**III. Workers Compensation**

Statutory- State of Florida – for all persons on City premises

**Employer's Liability**

A. Limits of Liability

\$500,000 for bodily injury caused by an accident, each accident

\$500,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

IV. **Umbrella/Excess Liability (Excess Follow Form)**

A. Limits of Liability

Each Occurrence \$1,000,000

Policy Aggregate \$1,000,000

City of Doral listed as an additional insured

Excess Follow Form over all applicable liability policies

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:**

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

