

# **CITY OF DORAL**



## **Invitation to Bid**

**ITB No. 2021-16**

### ***Purchase of Holiday Tree***

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# City of Doral

## Invitation to Bid

### Purchase of Holiday Tree

#### ITB No. 2021-16

NOTICE: Pursuant to Article V of the City’s Code of Ordinances, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be submitted by **10:00 am on September 17<sup>th</sup>, 2021**. The submittals shall be clearly marked “**ITB No. 2021-16 – Purchase of Holiday Tree**”.

**All submittals shall be publicly opened and recorded on \*\*September 17<sup>th</sup>, 2021, at 10:00 A.M.\*\*** Late submittals shall **not** be accepted or considered.

Proposals must be submitted electronically through **DemandStar** or **Vendor Registry** by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

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

## **PROJECT OVERVIEW**

The City of Doral is soliciting bids to purchase one (1) new holiday tree to be displayed outside the Doral Government Center during the holiday season.

Through the process described herein, licensed, and certified firms interested in assisting the City with the provision of the Services must prepare and submit a bid packet in accordance with the procedure and schedule in this ITB. The City will review submittals only from those persons and/or firms that submit a bid which includes all the information required by this ITB, the determination of which shall be in the sole discretion of the City.

A copy of the complete bid package may be obtained from the City of Doral website, [www.cityofdoral.com](http://www.cityofdoral.com), by clicking on the Procurement Division link under City Departments. Select the “**Bid Solicitation**” link.

All inquiries must reference **ITB No. 2021-16 – Purchase of Holiday Tree** in the subject line and should be directed to the following email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). 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. If it becomes necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

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

**Pre-Bid Meeting:**

**September 3<sup>rd</sup>, 2021, at 10:00 A.M. EST.**

From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/793405325>  
United States: +1 (669) 224-3412  
Access Code: 793-405-325

**Cut-off Date for Questions:**

**September 10<sup>th</sup>, 2021, at 5:00 P.M. EST.**

**Deadline for Submittals and Opening of Bids:**

**September 17<sup>th</sup>, 2021, at 10:00 A.M. EST.**

From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/597761517>  
United States: +1 (408) 650-3123  
Access Code: 597-761-517

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

# SECTION 1

## GENERAL TERMS AND 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 ITB, 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

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

Successful Proposer/ Contractor/Submitter

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/ Submittals

The written, sealed document submitted by the Proposer in response to this ITB. 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 clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this ITB 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 publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

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

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 PROPOSALS

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 ITB 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 proposal 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 ITB.
- 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. **Bid Acknowledgment**  
By submitting a proposal, the Proposer/Proposer 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 ITB that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.
- vi. **Submittals Binding**  
All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.
- vii. **Alternate Proposals/ Statement/ Proposals**  
Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.
- viii. **Economy of Preparation**

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

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 ITB 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 ITB and subsequent contracting including, but not limited to:

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

**Occupational, Safety and Health Act (OSHA)**

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

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

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

**U.S. Department of Transportation  
City of Doral, City Ordinance No. 2004-03  
Cone of Silence, 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 proposals 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 ITB upon its advertisement. The Cone of Silence prohibits the following activities:

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

- (5) Any communication regarding this ITB between any member of the City’s professional staff and any member of the selection committee; and

- (6) Any communication regarding this ITB 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-proposal 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 ITB, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City’s Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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, proposer, 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 proposer or Respondent shall render the ITB award or proposal award to said

proposer 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 evaluations 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 ITB 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 ITB, 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 proposal (government) contracts for the purchase of these goods and/ or services as may be available.

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

The Upon award recommendation or thirty (30) days after the opening of ITB 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 Proposer/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 Proposer, in substantially the form attached hereto as Exhibit "A", 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.

**1.25 HIRING PREFERENCE FOR PROCURED PROJECTS**

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

**1.26 LIMITATION ON USE OF OFFICIAL SEAL**

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

**END OF SECTION 1**

## **SECTION 2** **SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The City of Doral is soliciting bids to purchase one (1) new holiday tree to be displayed outside the Doral Government Center during the holiday season.

### **2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS**

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

2.2.1. 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 of providing services of a minimum of three (3) years immediately preceding this Invitation to Bid and with at least one (1) of those years providing similar services to local, county, or state government(s). The firm shall have sufficient financial support, equipment, and organization to ensure 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.

2.2.2. SUBCONTRACTING. The contractor shall not enter into subcontracts for any of the work described herein, unless authorized in advance by the City. Strict adherence to this condition is required.

**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.**

### **2.3 LICENSING**

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. 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). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent’s license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

## 2.4 **PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference will be held on **Friday, September 3<sup>rd</sup>, 2021, at 10:00 a.m.** via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the ITB. Attendance to the Pre-Bid conference is **encouraged and not mandatory**.

**September 3<sup>rd</sup>, 2021, at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/793405325>

You can also dial in using your phone: United States: +1 (669) 224-3412

**Access Code: 793-405-325**

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

## 2.5 **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 (1) year period from the contract’s initial 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).

## 2.6 **PRICING**

If the Proposer is awarded a contract under this ITB solicitation, the prices quoted by the Proposer shall remain fixed and firm. However, the Proposer 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.

- 2.6.1 PERCENTAGE ABOVE VENDOR COST: If applicable, Bids for parts and supplies not listed in the bid documents shall be submitted at a percentage above vendor cost or discount from a manufacturer's published price list(s).

Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified, and dated as to issuance and effectiveness.

Published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness. Revised published prices list(s) may be used as a means of price adjustments. However, all bids are to be firm for a period of 365 calendar days after the bid opening date and revised price list(s) will not be accepted by the City until after that date. Revised published price list(s) will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Revised prices will not become effective until revised list(s) are submitted to the City under the vendor cover letter identifying the applicable bid number. Vendor cover letter and pricing list(s) must be dated, signed and submitted to the Procurement Department.

- 2.6.2 DISCOUNTS (From published price lists): If applicable, Bids shall be submitted on the basis of a discount from a manufacturer's published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness. Revised published prices list(s) may be used as a means of price adjustments. However, all bids are to be firm through initial term of the contract, and revised price list(s) will not be accepted by the City until after that date. Revised published price list(s) will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Revised prices will not become effective until revised list(s) are submitted to the City under the vendor cover letter identifying the applicable bid number. Vendor cover letter and pricing list(s) must be dated, signed and submitted to the Procurement Department.

- 2.6.3 LICENSES, PERMITS AND FEES: The vendor shall obtain and pay for all licenses, permits and inspection fees required for these projects; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or vendor for failure to obtain required licenses, permits, shall be borne by the bidder.

- 2.6.4 ESTIMATED QUANTITIES: Quantities, if stated, are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

## **2.7 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal 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.

## **2.8 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 ITB 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.

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

## **2.9 AWARD OF CONTRACT**

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this ITB does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and

accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## **2.10 DUE DATE**

All Bids are due no later than **Friday, September 17<sup>th</sup>, 2021, at 10:00 AM EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

### **September 17<sup>th</sup>, 2021, at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/597761517>

You can also dial in using your phone: United States: +1 (408) 650-3123

Access Code: 597-761-517

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/597761517>

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. Proposer shall assume full responsibility for timely upload of submittal. The City will not responsible for any technical difficulties. 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.

## 2.11 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance with ‘**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.**

## 2.12 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.

## 2.13 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: **ITB No. 2021-16 – Purchase of Holiday Tree**. 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.

Proposers requiring clarification or interpretation of the ITB must submit them via email on or **before 5:00 PM on Friday, September 10<sup>th</sup>, 2021**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

## 2.14 ATTACHED FORMS

### 2.14.1 Non-Collusion Affidavit

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

By offering a submission pursuant to this Request for Proposal, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has

not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

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

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications 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 Respondent for the purpose of doing business.

2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, 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.

2.14.3 Compliance with Equal Employment Opportunity

The Respondent 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 Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications 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 Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.14.5 Tie Bids Form



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

**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.**

**2.15 VERIFICATION OF INFORMATION**

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter’s ability to perform under this solicitation. The City shall be sole judge of a submitter’s ability to perform, and its decision shall be final.

**2.16 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City’s option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City’s option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

**2.17 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

2.17.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an Invitation to Bid.

2.17.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**2.18 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Contract resulting from this Invitation to Bid shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential

communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

**2.19 DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and or any work that fails to conform to the contract documents regardless of project completions status. All corrections shall be made within fifteen (15) calendar days after such rejected defects, deficiencies and/or non- conformances are verbally reported to the vendor by the City, who may confirm such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work.

**2.20 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

**2.21 METHOD OF ORDERING**

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

**2.22 PAYMENT/ INVOICES**

Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Invoice must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

**2.23 RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

**END OF SECTION 2**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 SCOPE OF WORK**

The City of Doral is seeking to purchase a new holiday tree to be displayed outside the City of Doral Government Center during the holiday season.

3.1.1 The City of Doral is seeking to purchase one (1) new holiday tree from the options below as minimum requirements.

#### **Option No. 1- 30 Foot Tree**

- Mountain Pine Tower Tree
- 30 ft. Tree
- Ready Shade Branches
- Dark Green Weather Resistant Foliage for All Outdoor Conditions
- Crush-Resistant and Flame-Retardant PVC Needles
- Energy Saving LED Lights
- Warm White LED Lights-5mm LED Wide Angle
- Prewired UL Approved Wiring (the lights and electrical harnesses)
- 4 ft. 3D LED Snowburst Tree Topper- Warm White
- Ornament Package for tree decoration- Colors at choice of the City of Doral

#### **Option No. 2- 34 Foot Tree**

- Mountain Pine Tower Tree
- 34 ft. Tree
- Ready Shade Branches
- Dark Green Weather Resistant Foliage for All Outdoor Conditions
- Crush-Resistant and Flame-Retardant PVC Needles
- Energy Saving LED Lights
- Warm White LED Lights-5mm LED Wide Angle
- Prewired UL Approved Wiring (the lights and electrical harnesses)
- 4 ft. 3D LED Snowburst Tree Topper- Warm White
- Ornament Package for tree decoration- Colors at choice of the City of Doral

#### **Option No. 3 – 38 Foot Tree**

- Mountain Pine Tower Tree
- 38 ft. Tree
- Ready Shade Branches
- Dark Green Weather Resistant Foliage for All Outdoor Conditions

- Crush-Resistant and Flame-Retardant PVC Needles
- Energy Saving LED Lights
- Warm White LED Lights- 5mm LED Wide Angle
- Prewired UL Approved Wiring (the lights and electrical harnesses)
- 4 ft. 3D LED Snowburst Tree Topper- Warm White
- Ornament Package for tree decoration- Colors at choice of the City of Doral

**Option No. 4 – 40 Foot Tree**

- Mountain Pine Tower Tree
- 40 ft. Tree
- Ready Shade Branches
- Dark Green Weather Resistant Foliage for All Outdoor Conditions
- Crush-Resistant and Flame-Retardant PVC Needles
- Energy Saving LED Lights
- Warm White LED Lights- 5mm LED Wide Angle
- Prewired UL Approved Wiring (the lights and electrical harnesses)
- 4 ft. 3D LED Snowburst Tree Topper- Warm White
- Ornament Package for tree decoration- Colors at choice of the City of Doral

**Additional Items to be priced separately for each option:**

- Holiday Tree Fence
- Additional Ornament Package for tree decoration- Colors at choice of the City of Doral

3.1.2. Respondent shall provide a total cost for each option separately on provided Pricing Sheet ‘**Exhibit B**’. Shipping charges must be included as part of the respondent’s submittal.

3.1.3. The City will have final decision over which option for the tree is chosen.

3.1.4. The City will have the final decision over which additional items are chosen, if any.

3.1.5 Upon award, the City and the awarded respondent will arrange a time and location for shipment of the tree.

3.1.5. Holiday Tree must be new in box. **Previously used Holiday Trees will not be accepted.**

3.1.7 Respondent must include pictures and specification sheet of the tree and included accessories with their submittal in order to ensure that it meets the specifications requested by the City above.

**3.2 WARRANTY**

Respondent must provide a minimum warranty of ten (10) years for the tree/frame and three (3) years for LED Lights.

**END OF SECTION 3**

# **SECTION 4**

## **PROPOSAL SUBMITTAL FORM ITB No. 2021-16**

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. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal 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. Proposer 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, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer 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) Proposer 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) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Proposer 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) Proposer 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) Proposer 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 Proposer.
- (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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer 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. Proposer 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 Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Proposer 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 \_\_\_\_\_

Facsimile Number \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:**

- Proposal Submittal Form
- Statement of No Response
- 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 Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

**STATEMENT OF NO RESPONSE**

**ITB No. 2021-16**

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**

**ITB No. 2021-16**

**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)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

# **BIDDER QUALIFICATION STATEMENT**

## **ITB No. 2021-16**

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.

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

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Project Name/Location \_\_\_\_\_

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

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

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

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

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

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

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Project Name/Location \_\_\_\_\_

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

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

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

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

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

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

Project Description \_\_\_\_\_

5. Project Name/Location

---

---

Owner Name

---

Contact Person

---

Contact Telephone No.

---

Email Address:

---

Yearly Budget/Cost

---

Dates of Contract

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description

---

---

---

**END OF SECTION**

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**ITB No. 2021-16**

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

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

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

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

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

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

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

The foregoing affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_

who is personally known to me or who has produced a Florida driver's license as identification.

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**  
**ITB No. 2021-16**

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: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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

OR

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

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

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

My commission number: \_\_\_\_\_

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

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

[Notary Seal]

Signature: \_\_\_\_\_

**NO CONTINGENCY AFFIDAVIT  
ITB No. 2021-16**

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: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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

OR

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

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**  
**ITB No. 2021-16**

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

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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**  
**ITB No. 2021-16**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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

OR

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

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

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

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

**DRUG-FREE WORKPLACE PROGRAM**  
**ITB No. 2021-16**

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Firm)*

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.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip code



**COPELAND ACT ANTI-KICKBACK AFFIDAVIT  
ITB No. 2021-16**

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: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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

OR

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

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

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

My commission number: \_\_\_\_\_

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

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

[Notary Seal]

Signature: \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

**ITB No. 2021-16**

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

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

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.3 of this document.

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

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

\_\_\_\_\_  
Date





**RESPONDENT'S CERTIFICATION**  
**ITB No. 2021-16**

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

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

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

OR

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

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

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

My commission number: \_\_\_\_\_

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

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

[Notary Seal]

Signature: \_\_\_\_\_

**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, **Purchase of Holiday Tree**, 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”**  
**MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

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

Coverage / Endorsements Required

City of Doral included as an additional insured  
Primary Insurance Clause Endorsement  
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

**II. Business Automobile Liability**

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	\$2,000,000

Coverage / Endorsement Required

Employees are covered as insureds  
City of Doral included as an additional insured

**III. Workers Compensation**

Statutory- State of Florida

Include Employers' Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident  
\$1,000,000 for bodily injury caused by disease, each employee  
\$1,000,000 for bodily injury caused by disease, policy limit

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.**

**Waiver of Subrogation in favor of City.**

**IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than**

the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

**Subcontractors' Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

## **EXHIBIT B:** **PRICING SHEET**

Option 1- 30 Foot Tree	
New 30 ft Holiday Tree (With Specs as described in Section 3.0)	\$
Shipping	\$
Total Cost	\$

Option 2- 34 Foot Tree	
New 34 ft Holiday Tree (With Specs as described in Section 3.0)	\$
Shipping	\$
Total Cost	\$

Option 3- 38 Foot Tree	
New 38 ft Holiday Tree (With Specs as described in Section 3.0)	\$
Shipping	\$
Total Cost	\$

Option 4- 40 Foot Tree	
New 40ft Holiday Tree (With Specs as described in Section 3.0)	\$
Shipping	\$
Total Cost	\$

Additional Items to be priced				
Additional Items to be priced separately for each size option	30 FT Tree	34 FT Tree	38 FT Tree	40 FT Tree
Holiday Tree Fence				
Additional Ornament Package for tree decoration				

<b>Bidder's Affirmation</b>
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature: