



Agreement

I. Parties

This Agreement, 2018-26 is made this ____ day of _____ 2018, by and between **Ronald Gibbons, Corp. (“Contractor”)**, located at 19821 NW 2nd Avenue #392 Miami Gardens, Florida 33169 and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of fencing services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with the City of Miami Beach ITB 2018-034-ND Fencing Services, dated March 21, 2018, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Ordinance 17-203, will enter into an agreement with Contractor, in accordance with the terms of ITB 2018-034-ND Fencing Services, which is attached hereto as Exhibit “A” and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of fencing services to the Town in accordance with the terms of the above referenced ITB 2018-034-ND Fencing Services. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit “A”, are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the ITB 2018-034-ND Fencing Services:

1. CONTRACT NUMBER

The Town of Miami Lakes’ Fencing Services will be referenced as Contract #2018-26.

EFFECTIVE DATE

Month _____ Day _____ of 2018



2. SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

3. INVOICING

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

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

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

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

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

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

4. INSURANCE

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



5. REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fosskert@miamilakes-fl.gov

Project Manager: Tony Lopez, Chief of Operations
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

The point of contact for **Ronald Gibbons, Corp.** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Ronald Gibbons, Corp.

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **Ronald Gibbons, Corp. (“Gibbons”)** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

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

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

_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
City of Miami Beach Contract ITB 2018-034-ND



CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Fencing Services

CONTRACT NO.: ITB 2018-034-ND

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

SUPERSEDES: ITB 40-11/12

CONTRACTOR(S): Ronald Gibbons Corp.

ESTIMATED ANNUAL CONTRACT AMOUNT: \$40,000.00

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida ("City"), on February 14, 2018, approving the award of this Contract, and upon execution thereof by the City and Ronald Gibbons Corp., a Florida corporation (the "Contractor").
- B. EFFECT - This Contract is entered into to provide for Fencing Services pursuant to City Invitation to Bid No. ITB 2018-034-ND and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2018-034-ND.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Jose Del Risco, Assistant Director/Parks Administrator at 305-673-7000 ext. 6276.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or

any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

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

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

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

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

For City:

Jose Del Risco
City of Miami Beach
Department of Parks and Recreation
1701 Meridian Avenue, 4th Floor
Miami Beach, Florida 33139

With copies to:

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

For Contractor:

Ronald Gibbons, Corp
19821 NW 2 Avenue# 392
Miami Gardens, Florida 33169
Attn: Ronald Gibbons
Phone: 305-652-5845
Fax: N/A
E-mail: rmginc.est@comcast.net

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

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

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

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

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 21 day of MARCH, 2018 by their respective duly authorized representatives.

Mr RONALD
~~ROLAND~~ GIBBONS CORP

CITY OF MIAMI BEACH

By [Signature]
President/ Signature

By [Signature]
Mayor

RONALD M. GIBBONS
Print Name

ATTEST:
[Signature]
Secretary/ Signature

ATTEST:
[Signature]
Rafael E. Granado, City Clerk

RONALD M. GIBBONS
Print Name

3/21/18
Date

3-15-18
Date



[Signature] 3/1/18
City Attorney Date

ATTACHMENT A

**RESOLUTION COMMISSION ITEMS AND COMMISSION
MEMORANDUM**

Competitive Bid Reports - C2 A**MIAMI BEACH****COMMISSION MEMORANDUM**

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: February 14, 2018

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2018-034-ND FOR FENCING SERVICES.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida to approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2018-034-ND for Fencing Services.

ANALYSIS

On September 12, 2012, the City Commission approved the award of a contract, pursuant to Invitation to Bid (ITB) No. 40-11/12 for Fencing Services for Various City Departments. In order to complete a successor agreement, on December 15, 2017, the City issued ITB No. 2018-034-ND for fencing services. The scope of work under this ITB consists of providing fencing services to the Public Works, Property Management, Parks and Recreation, and other City Departments as needed.

ITB PROCESS

ITB No. 2018-034-ND was issued on December 15, 2017, with bid opening date of January 19, 2018. One addendum was issued. The Procurement Department issued bid notices to 111 companies utilizing www.publicpurchase.com. 39 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of two (2) responses from: Ronald Gibbons Corp. and Paldama Investment Inc. dba Island Fence of Dade ("Paldama"). See tabulation sheet (Attachment A).

In its due diligence, the Procurement Department found that Ronald Gibbons Corp. and Paldama met the requirements of the ITB, including:

1. Prospective bidders must be State of Florida Certified or a Miami Dade County Licensed General Contractor or Registered Specialty Contractor for fencing services (and maintain same throughout the duration of the contract).

Ronald Gibbons Corp. and Paldama are Miami Dade County Registered Specialty Contractors for fencing services.

Ronald Gibbons Corp., since 2012, is an incumbent on the City's current contract currently providing fencing services to the City. To date the department utilizing the services of Ronald Gibbons Corp. are satisfied with the service being provided.

Paldama Investement Inc. was established in 1969 and has provided fencing services to various entities including the City of West Palm Beach, City of Miami Gardens, City of Miami Springs, City of Hialeah, and City of Hialeah Gardens. References indicate satisfaction with the services provided.

Accordingly, Ronald Gibbons Corp. and Paldama, have been deemed responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB and are recommended for award. Since the ITB is a line item contract on a per project basis, project pricing will vary depending on the requirements of each project. At the time a project is identified, the lowest price contractor for the project will be selected.

CONCLUSION

After considering staff's recommendation and the bids received, pursuant to ITB 2018-034-ND, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Ronald Gibbons Corp. and Paldama Investment Inc. dba Island Fence of Dade, as responsive, responsible bidders to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

FINANCIAL INFORMATION

Grant funding will not be utilized for this project. Funding associated with fencing services is subject to funds availability approved through the City's budgeting process, including the Capital Renewal and Replacement budget.

Legislative Tracking

Parks and Recreation/Property Management/Procurement

ATTACHMENTS:

Description

- Attachment A -- Tabulation

ATTACHMENT A

			Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
Group I - FURNISH AND INSTALL CHAIN LINK FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
GALVANIZED CHAIN LINK FENCE				
1	4' high			
1a	Up to 250'	Linear Feet	\$19.00	\$9.00
1b	Over 250'	Linear Feet	\$18.00	\$9.00
2	5' high			
2a	Up to 250'	Linear Feet	\$22.00	\$9.25
2b	Over 250'	Linear Feet	\$21.00	\$9.10
3	6' high			
3a	Up to 250'	Linear Feet	\$25.00	\$12.50
3b	Over 250'	Linear Feet	\$24.00	\$12.30
4	8' high			
4a	Up to 250'	Linear Feet	\$30.00	\$15.70
4b	Over 250'	Linear Feet	\$29.00	\$15.95
5	10' high			
5a	Up to 250'	Linear Feet	\$35.00	\$19.95
5b	Over 250'	Linear Feet	\$34.00	\$18.95
6	12' high			
6a	Up to 250'	Linear Feet	\$42.00	\$23.00
6b	Over 250'	Linear Feet	\$40.00	\$22.50
CHAIN LINK GATES ALL GALVANIZED				
7	4' high x 4' wide	Each	\$250.00	\$140.00
8	4' high x 6' wide	Each	\$375.00	\$150.00
9	4' high x 8' wide	Each	\$500.00	\$160.00
10	5' high x 4' wide	Each	\$315.00	\$160.00
11	5' high x 6' wide	Each	\$470.00	\$170.00
12	5' high x 8' wide	Each	\$625.00	\$180.00
13	6' high x 4' wide	Each	\$375.00	\$240.00
14	6' high x 6' wide	Each	\$565.00	\$260.00
15	6' high x 8' wide	Each	\$750.00	\$280.00
16	6' high x 10' wide	Each	\$940.00	\$290.00
17	6' high x 12' wide	Each	\$1,130.00	\$310.00
18	8' high	Linear Feet	\$125.00	\$36.00
19	10' high	Linear Feet	\$155.00	\$45.00
20	12' high	Linear Feet	\$185.00	\$54.00
END/CORNER POST				
21	4'	Each	\$120.00	\$20.00
22	5'	Each	\$125.00	\$20.00
23	6'	Each	\$150.00	\$75.00
24	7'	Each	\$185.00	\$20.00
25	8'	Each	\$195.00	\$100.00
26	9'	Each	\$225.00	\$10.00
27	10'	Each	\$235.00	\$120.00
28	11'	Each	\$255.00	\$45.00
29	12'	Each	\$265.00	\$120.00
VINYL COATED CHAIN LINK FENCE				
30	4' high			

ATTACHMENT A

30a	Up to 250'	Linear Feet	\$22.00	\$10.00
30b	Over 250'	Linear Feet	\$21.00	\$10.90
31	5' high			
31a	Up to 250'	Linear Feet	\$25.00	\$11.00
31b	Over 250'	Linear Feet	\$24.00	\$10.50
32	6' high			
32a	Up to 250'	Linear Feet	\$30.00	\$15.00
32b	Over 250'	Linear Feet	\$29.00	\$14.30
33	8' high			
33a	Up to 250'	Linear Feet	\$35.00	\$19.90
33b	Over 250'	Linear Feet	\$34.00	\$19.00
34	10' high			
34a	Up to 250'	Linear Feet	\$41.00	\$26.50
34b	Over 250'	Linear Feet	\$40.00	\$25.50
35	12' high			
35a	Up to 250'	Linear Feet	\$51.00	\$28.50
35b	Over 250'	Linear Feet	\$49.00	\$28.00
CHAIN LINK GATES ALL VINYL COATED				
36	4' high x 4' wide	Each	\$315.00	\$150.00
37	4' high x 6' wide	Each	\$470.00	\$170.00
38	4' high x 8' wide	Each	\$630.00	\$180.00
39	5' high x 4' wide	Each	\$390.00	\$210.00
40	5' high x 6' wide	Each	\$590.00	\$220.00
41	5' high x 8' wide	Each	\$780.00	\$230.00
42	6' high x 4' wide	Each	\$470.00	\$235.00
43	6' high x 6' wide	Each	\$710.00	\$200.00
44	6' high x 8' wide	Each	\$940.00	\$210.00
45	6' high x 10' wide	Each	\$1,180.00	\$240.00
46	6' high x 12' wide	Each	\$1,420.00	\$260.00
47	8' high	Linear Feet	\$155.00	\$70.00
48	10' high	Linear Feet	\$195.00	\$80.00
49	12' high	Linear Feet	\$235.00	\$88.00
END/CORNER POST				
50	4'	Each	\$135.00	\$20.00
51	5'	Each	\$145.00	\$20.00
52	6'	Each	\$185.00	\$90.00
53	7'	Each	\$220.00	\$20.00
54	8'	Each	\$230.00	\$115.00
55	9'	Each	\$270.00	\$10.00
56	10'	Each	\$280.00	\$135.00
57	11'	Each	\$330.00	\$40.00
58	12'	Each	\$340.00	\$155.00
WIND SCREEN BLUE OR GREEN 75% BLOCK				
59	6' high	Linear Feet	\$3.75	\$3.50
60	9' high	Linear Feet	\$7.50	\$7.80
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
61	Under 250'	Linear Feet	\$5.00	\$4.00
62	Over 250'	Linear Feet	\$4.00	\$3.00
GROUP I - TOTAL			\$19,890.25	\$6,567.60

Minimum Order Service Charge for orders less than \$500 N/A \$400.00

ATTACHMENT A

Group II - FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED				
Item	Description	U/M	Unit Cost	Unit Cost
TEMPORARY CHAIN LINK FENCE GALVANIZED				
1	6' high	Linear Feet	\$7.50	\$3.50
2	8' high	Linear Feet	\$9.75	\$5.50
TEMPORARY DOUBLE GATES AND SINGLE GATES				
3	6'x6' single gate	Each	\$410.00	\$80.00
4	6'x20' double gate	Each	\$1,300.00	\$200.00
5	8'x6' single gate	Each	\$750.00	\$100.00
6	8'x20' double gate	Each	\$1,800.00	\$300.00
GROUP II - TOTAL			\$4,277.25	\$689.00
Minimum Order Service Charge for orders less than \$500			N/A	\$400.00

Group III - FURNISH AND INSTALL BOLLARDS				
Item	Description	U/M	Unit Cost	Unit Cost
STATIONARY BOLLARD POSTS				
1	24"H x 4" Round	Each	\$205.00	\$160.00
2	36"H x 4" Round	Each	\$245.00	\$240.00
3	42"H x 4" Round	Each	\$270.00	\$280.00
4	24"H x 5" Round	Each	\$325.00	\$250.00
5	36"H x 5" Round	Each	\$390.00	\$300.00
6	42"H x 5" Round	Each	\$420.00	\$325.00
7	24"H x 6" Round	Each	\$310.00	\$260.00
8	36"H x 6" Round	Each	\$375.00	\$312.00
9	42"H x 6" Round	Each	\$405.00	\$338.00
REMOVABLE BOLLARD WITH BOTTOM SLEEVE				
10	24"H x 4" Round	Each	\$405.00	\$320.00
11	36"H x 4" Round	Each	\$445.00	\$480.00
12	42"H x 4" Round	Each	\$470.00	\$560.00
13	24"H x 5" Round	Each	\$575.00	\$500.00
14	36"H x 5" Round	Each	\$640.00	\$600.00
15	42"H x 5" Round	Each	\$670.00	\$650.00
16	24"H x 6" Round	Each	\$610.00	\$520.00
17	36"H x 6" Round	Each	\$675.00	\$624.00
18	42"H x 6" Round	Each	\$705.00	\$676.00
GROUP III - TOTAL			\$8,140.00	\$7,395.00
Minimum Order Service Charge for orders less than \$500			N/A	\$480.00

Group IV - CORE DRILLING UP TO 12" THICK SLAB				
Item	Description	U/M	Unit Cost	Unit Cost
1	2" Hole	Each	\$40.00	\$10.00
2	3" Hole	Each	\$55.00	\$12.00
3	4" Hole	Each	\$60.00	\$14.00
4	6" Hole	Each	\$95.00	\$20.00
5	8" Hole	Each	\$110.00	\$45.00
GROUP IV - TOTAL			\$360.00	\$101.00
Minimum Order Service Charge for orders less than \$500			N/A	\$500.00

Paldama Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
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Group V - MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL					
Item	Description	Annual Estimated Quantity	U/M	Unit Cost	Unit Cost
1	2" Hole	100	Hourly Rate	\$190.00	\$40.00
2	3" Hole	100	Hourly Rate	\$220.00	\$50.00
GROUP V - TOTAL				\$410.00	\$90.00
Minimum Order Service Charge for orders less than \$500			N/A	\$420.00	

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Group VI - FURNISH AND INSTALL CHAIN LINK FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
ALUMINUM PICKET FENCE				
1	4' high			
1a	Up to 250'	Linear Feet	\$46.00	\$28.00
1b	Over 250'	Linear Feet	\$42.00	\$25.00
2	5' high			
2a	Up to 250'	Linear Feet	\$55.00	\$32.00
2b	Over 250'	Linear Feet	\$52.00	\$28.50
3	6' high			
3a	Up to 250'	Linear Feet	\$59.00	\$39.50
3b	Over 250'	Linear Feet	\$56.00	\$39.00
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$4.00	\$2.00
ALUMINUM SWING GATES				
5	4' high	Linear Feet	\$105.00	\$45.00
6	5' high	Linear Feet	\$130.00	\$45.00
7	6' high	Linear Feet	\$158.00	\$61.00
8	8' high	Linear Feet	\$230.00	\$74.00
9	10' high	Linear Feet	\$290.00	\$93.00
GALVANIZED PICKET FENCE				
10	4' high			
10a	Up to 250'	Linear Feet	\$41.00	\$25.00
10b	Over 250'	Linear Feet	\$39.00	\$24.00
11	5' high			
11a	Up to 250'	Linear Feet	\$51.00	\$27.00
11b	Over 250'	Linear Feet	\$49.00	\$26.50
12	6' high			
12a	Up to 250'	Linear Feet	\$55.00	\$48.00
12b	Over 250'	Linear Feet	\$53.00	\$46.00
13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$4.00	\$2.00
GALVANIZED SWING GATES				
14	4' high	Linear Feet	\$96.00	\$40.00
15	5' high	Linear Feet	\$131.00	\$45.00
16	6' high	Linear Feet	\$150.00	\$72.00
17	8' high	Linear Feet	\$225.00	\$80.00
18	10' high	Linear Feet	\$275.00	\$90.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
19	Under 250'	Linear Feet	\$7.00	\$3.00
20	Over 250'	Linear Feet	\$6.00	\$3.00
GROUP VI - TOTAL			\$2,409.00	\$1,043.50
Minimum Order Service Charge for orders less than \$500			N/A	\$700.00

GROUP VII - FURNISH AND INSTALL WOOD FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high			
1a	Up to 100'	Linear Feet	\$23.00	\$8.00
1b	Up to 200'	Linear Feet	\$22.00	\$7.00
1c	Over 200'	Linear Feet	\$21.00	\$6.00
2	6' high			
2a	Up to 100'	Linear Feet	\$26.00	\$19.00
2b	Up to 200'	Linear Feet	\$25.00	\$17.00
2c	Over 200'	Linear Feet	\$24.00	\$16.00
3	Additional cost for board to board or shadow box model	Linear Feet		\$2.00
SINGLE OR DOUBLE GATES				
4	4' high	Linear Feet	\$415.00	\$20.00
5	6' high	Linear Feet	\$515.00	\$30.00
6	Additional cost for board to board or shadow box model	Linear Feet		\$2.00
7	10' high	Linear Feet	\$760.00	\$35.00

ATTACHMENT A

FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
8	Under 250'	Linear Feet	\$7.00	\$5.00
9	Over 250'	Linear Feet	\$5.00	\$4.00
GROUP VII - TOTAL			\$1,843.00	\$171.00

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

GROUP VIII - FURNISH AND INSTALL SAND FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)			
1a	Up to 100	Roll	\$390.00	\$80.00
1b	Over 100	Roll	\$360.00	\$76.00
Sand fence installed onto 4"x4"x8' pressure treated woods posts				
2	Up to 5,000'	Linear Feet	\$26.00	\$7.00
3	Over 5,000'	Linear Feet	\$23.00	\$6.75
GROUP VIII - TOTAL			\$799.00	\$169.75

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

GROUP IX - FURNISH AND INSTALL PLASTIC FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high	Linear Feet	\$39.00	\$7.05
2	5' high	Linear Feet	\$43.00	\$8.82
3	6' high	Linear Feet	\$49.00	\$10.60
4	8' high	Linear Feet	\$64.00	\$17.90
5	10' high	Linear Feet	\$79.00	\$22.40
GROUP IX - TOTAL			\$274.00	\$66.77

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

GROUP X - MISCELLANEOUS WORK				
Item	Description	U/M	Unit Cost	Unit Cost
Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.				
1	4' high	Linear Feet	\$15.00	\$6.00
2	5' high	Linear Feet	\$17.00	\$7.00
3	6' high	Linear Feet	\$20.00	\$8.00
4	8' high	Linear Feet	\$25.00	\$9.00
5	10' high	Linear Feet	\$32.00	\$11.00
Pressure wash and spray paint existing aluminum or galvanized picket fences.				
6	4' high	Linear Feet	\$12.00	\$5.75
7	5' high	Linear Feet	\$14.00	\$6.75
8	6' high	Linear Feet	\$17.00	\$7.75
9	8' high	Linear Feet	\$23.00	\$8.75
10	10' high	Linear Feet	\$30.00	\$10.75
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.			
11a	Every 10' (up to 100')	Each	\$460.00	\$290.00
11b	Every 10' (up to 300')	Each	\$440.00	\$285.00
11c	Every 10' (up to 500')	Each	\$420.00	\$280.00
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8" rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as			
12a	10' across x 20' high (up to 100)	Linear Feet	\$200.00	\$115.00
12b	10' across x 20' high (up to 300)	Linear Feet	\$190.00	\$110.00
12c	10' across x 20' high (up to 500)	Linear Feet	\$180.00	\$105.00
GROUP X - TOTAL			\$2,095.00	\$1,265.75

Minimum Order Service Charge for orders less than \$500 N/A \$850.00

GROUP XI - EMERGENCY WORK				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high	Linear Feet	\$10.00	\$1.50
2	5' high	Linear Feet	\$13.00	\$1.50

ATTACHMENT A

3	6' high	Linear Feet	\$15.00	\$2.50
4	8' high	Linear Feet	\$20.00	\$3.50
5	10' high	Linear Feet	\$25.00	\$4.50
6	12' high	Linear Feet	\$30.00	\$6.00
GROUP XI - TOTAL			\$113.00	\$19.50

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

Paidama Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED							
Item	Description	Annual Estimated Quantity	U/M	Unit Cost	Total (Quantity_X_Unit _Cost)	Unit Cost	Total (Quantity_X_Unit_Cost)
1	Hourly Rate - Regular	75	Hourly Rate	\$85.00	\$6,375.00	\$60.00	\$4,500.00
2	Hourly Rate - Non Regular	500	Hourly Rate	\$90.00	\$45,000.00	\$80.00	\$40,000.00
SUB-TOTAL-LABOR					\$51,375.00		\$44,500.00
Item	Description	Estimated Annual Cost		% Mark-up	Total Cost (Estimated Annual Cost_X_% Mark- up)	% Mark-up	Total Cost (Estimated Annual Cost_X_% Mark-up)
3	Administrative Mark-up for Parts and Supplies	\$5,000		20%	\$1,000.00	25%	\$1,250.00
SUB-TOTAL-PARTS & SUPPLIES					\$1,000.00		\$1,250.00
GROUP XXI - GRANDTOTAL (ITEMS 1-3)					\$52,375.00		\$45,750.00

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

ATTACHMENT B

INVITATION TO BID (ITB)

AND ADDENDUMS

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Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov, 305-673-7490

ADDENDUM NO. 1
INVITATION TO BID NO. 2018-034-ND
FENCING SERVICES
July 12, 2018

This Addendum to the above-referenced ITB is issued in response to clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

1. RESPONSES TO QUESTIONS RECEIVED.

Q1: Is there an estimated budget established?

A1: The budgeted amounts are not available at this time and will be based on individual projects.

Q2: Is there an approximate start date for when work will begin?

A2: No, there is no approximate start date of when work will begin. Fencing services are provided on an "as needed" basis.

Q3: How does special orders time frame work?

A3: Do not understand question.

Q4: Define emergency.

A4: Please refer to Section 0200, Instructions to Bidders, Paragraph 40, Emergency Response Priority.

Q5: Are payment(s) to vendor net 30 days strict following completion and invoicing?

A5: As stipulated in Appendix D, Special Condition 7, invoices for payment will be submitted as inspections and/or repairs have been completed. Invoices will be subject to verification and approval by an authorized City representative. All work must be satisfactorily completed and approved prior to final approval for payment.

Q6: How will permit cost issue be resolved?

A6: Permit costs will be charged to the City separately from the unit price and will be reimbursed to the vendor. Proof of cost is required. The City will not reimburse any other fees to obtain the permit.

Q7: Please define minimal clearing of obstructions.

A7: As defined in Appendix D, Section 16, Clearing and Grubbing, minimal clearing and grubbing includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs, and other vegetation as required to

remove and replace existing fencing at original line and grade.

Q8: Does the vendor has a choice to opt out of any quote request?

A8: For emergency repairs and/or projects where site visits are mandatory, the City reserves the right to terminate a Contractor that is found non-responsive three (3) times within a fiscal year (October 1st to September 30th).

Q9: How will Engineers certification cost be resolved?

A9: Engineer certification costs will be charged to the City separately from the unit price and will be reimbursed to the vendor. Proof of cost is required.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: Natalia Delgado	Telephone: 305-673-7000, ext. 6263	Email: nataliadelgado@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,


Alex Denis
Procurement Director

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INVITATION TO BID (ITB)

FENCING SERVICES

2018-034-ND

BID ISSUANCE DATE: DECEMBER 15, 2017

BID DUE: JANUARY 19, 2018 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

**NATALIA DELGADO, PROCUREMENT CONTRACTING OFFICER I
PROCUREMENT DEPARTMENT**

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x6263 | nataliadelgado@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200

INSTRUCTIONS TO BIDDERS

1. GENERAL.

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City is seeking bids from qualified fencing contractors to furnish and install various types of fencing, including but not limited to chain link, picket, wood, and plastic on an "as needed" basis as specified herein and, more specifically, in Appendix C. Interested firms may submit a bid response for: 1) Group 1 through 11, as applicable (fixed price for standard fencing items), or 2) projects awarded on a time and material basis (See Special Condition 5); or both.

Award of this contract will be made to the lowest priced responsive, responsible bidders on a group-by-group basis. The bidders to whom award is made under this solicitation shall also be deemed to be thereby pre-qualified to participate in periodic work assignments that are identified by the City on an as-needed basis (See Special Condition 3 and 4).

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	December 15, 2017
Pre-Bid Meeting	December 28, 2017 @ 9:00 a.m. (EST)
Deadline for Receipt of Questions	January 9, 2018
Responses Due	January 19, 2018 @ 3:00 p.m. (EST)
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7000 x6263

Email:
nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

4. PRE-BID MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

5. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

6. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

7. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410

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- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

8. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE: It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS. The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. CONTRACT PRICE. Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

13. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall

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exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

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

14. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

15. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

16. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

17. GENERAL TERMS AND CONDITIONS. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

18. ACCEPTANCE OR REJECTION OF BIDS. The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Department prior to award of the Bid by the Mayor and City Commission.

19. ALTERNATE RESPONSES MAY BE CONSIDERED. The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that

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meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

20. AMERICAN WITH DISABILITIES ACT. To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

21. NON-DISCRIMINATION. The bidder certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

22. ASSIGNMENT. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

23. AUDIT RIGHTS AND RECORDS RETENTION. The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

24. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE. Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

25. BILLING INSTRUCTIONS. Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

26. CANCELLATION. In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

27. CITY'S RIGHT TO WAIVE OR REJECT BIDS. The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

28. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS. If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in Appendix A, No. 14 Acknowledgement of Addendum. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139 with a copy to the City Clerk.

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

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

30. CONDITION AND PACKAGING. Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

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

32. DELIVERY. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

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

34. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

35. DISPUTES. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

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

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

37. DEFAULT. Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

38. EQUIVALENTS. If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with

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specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

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

40. EMERGENCY RESPONSE PRIORITY. It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

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

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

43. FACILITIES. The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

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

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public agency in a format that is compatible with the information technology systems of the public agency.

45. F.O.B. DESTINATION. Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

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

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

48. INSPECTION, ACCEPTANCE & TITLE. Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

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

50. LEGAL REQUIREMENTS. The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

51. LIABILITY, INSURANCE, LICENSES AND PERMITS. Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

52. MANNER OF PERFORMANCE. Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and

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all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

53. MISTAKES. Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

54. MODIFICATION/WITHDRAWALS OF BIDS. A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

55. NON-CONFORMANCE TO CONTRACT CONDITIONS. Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

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

57. OSHA. The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

58. PATENTS & ROYALTIES. The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

59. PAYMENT. Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

60. PRICES QUOTED. Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment

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terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

61. PRODUCT INFORMATION. Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

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

63. SAMPLES. Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139.

64. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

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

66. SUBSTITUTIONS. After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

67. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

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

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

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a

consequence of the default.

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

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

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

71. UNDERWRITERS' LABORATORIES. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

72. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED BIDS. One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix E).** The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Forms submitted in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix A).**
- **TAB 3 – Documentation indicating compliance with Minimum Eligibility Requirements.**

3. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

APPENDIX A

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Proposal Certification, Questionnaire & Requirements Affidavit

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-034-ND	Solicitation Title: Fencing Services	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
NO OF YEARS IN BUSINESS:	NO OF YEARS IN BUSINESS LOCALLY:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

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

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

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

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

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

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

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

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

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

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

provision of the City of Miami Beach and Miami Dade County.

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

8. **Living Wage Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:**
1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
 2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
 3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

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

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

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

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

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

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

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

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

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

The remainder of this page was left intentionally blank.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

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

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of _____)
)
 County of _____) On this ____ day of _____, 20____, personally
 appeared before me _____ who
 stated that (s)he is the _____
 of _____, a corporation, and that the instrument was signed in behalf of
 the said corporation by authority of its board of directors and acknowledged said
 instrument to be its voluntary act and deed. Before me:

 Notary Public for the _____ of _____
 My Commission Expires: _____

APPENDIX B

MIAMI BEACH

“No Bid” Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

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

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

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

Signature: _____

Title: _____

Legal Company Name: _____

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

PLEASE RETURN TO:

CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: Natalia Delgado, Procurement Contracting Officer |
PROPOSAL # 2018-034-ND
1755 MERIDIAN AVENUE, 3RD FLOOR
MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit, with its bid, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its bid or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Prospective bidders must be State of Florida Certified or a Miami Dade County Licensed General Contractor or Registered Specialty Contractor for fencing services (and maintain same throughout the duration of the contract).

Required Submittals: A copy of the license(s).

C2. Statement of Work Required.

Successful bidder(s) will be required to provide fencing services to the Public Works, Property Management, Parks and Recreation, and other City Departments. The City has a need for qualified fencing contractors for the provision of various routine fencing services on an "as needed" basis, including emergency repairs and planned repairs or small projects. The City will issue purchase orders to the selected contractor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis, as specified herein.

Successful bidder(s) must install new fencing or be able to provide replacement parts, and/or repair existing fencing. Replacement parts must match existing parts in appearance and quality unless authorized by a City representative.

C3. Minimum Specifications:

1. Chain Link Fence (Group 1). Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Standard F1553 – 11, F1083 – 16, F1043 – 17a, and F900-11.

1.1 Specific Product Requirements.

1.1.1 Galvanized Chain Link Fence. All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1⁵/₈" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

1.1.2 Chain Link Gates all Galvanized or Vinyl Coated. Single leaf gates complete with posts.

1.1.3 End/Corner Post. Schedule 40 pipe galvanized or vinyl coated.

1.1.4 Vinyl Coated Chain Link Fence. All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1⁵/₈" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.

1.1.5 Wind Screen Blue or Green 75% Block. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.

1.2 Fence Removal and Disposal up to 10' High. Work shall consist of removal and disposal of existing chain-link fence. The appropriate disposal of the fence is the responsibility of the contractor.

1.3 Installation of Chain-Link Fence. (Pursuant to ASTM Standard F567 – 14a).

1.3.1 Site Preparation.

1.3.1.1 The authorized City representative shall indicate the location of fence lines, gates, and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. (152.5 m) or line of sight.

1.3.1.2 All underground utility locations, USC&G benchmarks, property monuments, and other underground structures shall be indicated by an authorized City representative.

1.3.2 Post Location.

1.3.2.1 Space line posts equidistant at intervals not exceeding 10 ft. (3.05 m). Measure the interval parallel to the grade of the proposed fence and in the line of fence from center to center of the post.

1.3.2.2 Set terminal posts (end, corner, and gate) at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

1.3.3 Post Setting.

1.3.3.1 Set posts in concrete in holes of diameter and depth as follows. Intended use and local conditions shall determine post footing dimensions; that is, under normal conditions the diameter shall be four times the largest cross section of the post up to a 4 in. (101.5 mm) outside diameter and three times for larger outside diameters. The depth shall be a minimum of 24 in. (609.6 mm) plus an additional 3 in. (76.2 mm) for each 1-ft (305-mm) increase in the fence height over 4 ft. (1.22 m) to a maximum total of 60 in. (1525 mm) for a fence height up to 20 ft. (6.10 m).

1.3.3.2 Dig or drill holes in the line of the fence in accordance with 1.3.3.1. Forms are not necessary.

1.3.3.3 Set posts in a vertical position, plumb and in line. Backfill concrete (2500 psi) (17.2 MPa) into the excavation and extend 2 in. (50 mm) above grade. An alternative method is to stop footing 6 in. (152.4 mm) below grade to allow for cover with sod, black top, or other materials if the footings are not in an area subject to cathodic protection. In either case, crown the concrete at its top to shed water and slope a minimum of 2 in. (50.8 mm) away from the post.

1.3.3.4 The use of mechanical devices for the setting of fence posts is acceptable under this practice, provided the mechanical strength in the ground is equal or superior to the strength developed by the concrete footing as recommended.

1.3.3.5 When solid rock or concrete is encountered, without an overburden of soil, set posts in the solid rock or concrete. The depth of the hole shall be three times the largest cross section of the posts. The diameter of the hole

shall be 1/2 in. (13 mm) greater than the largest cross section of the post.

1.3.3.6 The use of sleeves in order to leave voids in new concrete construction is recommended.

1.3.3.7 Half-fill the void with nonshrinkable hydraulic cement and force post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.

1.3.3.8 Drive posts are to be driven by mechanical means to a minimum depth of 36 in. (914.4 mm) or 6 in. (152.4 mm) greater than that called for in 1.2.4.1, for the height of fence.

1.3.3.9 Where soil conditions are unstable or rock is encountered, the drive post embedment must be altered to maintain stability. The depth should be in keeping with standard fence construction practices for the local area or refer to 1.3.3.5.

1.3.3.10 The post tops must be protected to prevent distortion of the exposed end. The use of a drive cap is recommended.

1.3.3.11 Industrial and Commercial Swing Gate Posts should follow the following:

Minimum Requirements for Setting Industrial and Commercial Swing Gate Posts

Gate Leaf Width	Height	Post Size	Size of Hole			
			Diameter		Depth	
			Dirt	Solid Rock or Concrete	Dirt	Solid Rock or Concrete
4 ft. (1.2 m) or less	6 ft. (1.8 m) or less	Steel 2.375 (60.3) Alum 2.375 (60.3)	10 in. (254 mm)	Post O.D. + 1/2 in. (+13mm)	30 in. (762 mm)	Post O.D. X 3
Over 4 to 10 ft. (1.2 to 3.7 m)	6 ft. (1.8 m) or less	Steel 2.875 (73.0) Alum 2.875 (73.0)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 10 to 18 ft. (3.7 to 5.5 m)	6 ft. (1.8 m) or less	Steel 4.0 (101.6) Alum 4.0 (101.6)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
6 ft. (1.8 m) or less	Over 6 ft. (1.8 m)	Steel 2.875 (73.0) Alum 2.875 (73.0)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 6 to 12 ft. (1.8 to 3.7 m)	Over 6 ft. (1.8 m)	Steel 4.0 (101.6) Alum 4.0 (101.6)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 12 to 18 ft. (3.7 to 5.5 m)	Over 6 ft. (1.8 m)	Steel 6.625 (168.3)	20 in. (508 mm)	Post O.D. + 1/2 in. (+13mm)	42 in. (1066 mm)	Post O.D. X 3
Over 18 to 24 ft. (5.5 to 7.3 m)	Over 6 ft. (1.8 m)	Steel 8.625 (219.1)	26 in. (660.4 mm)	Post O.D. + 1/2 in. (+13mm)	48 in. (1.2 m)	Post O.D. X 3

1.3.3.12 Cantilever Slide Gate Posts. Refer to ASTM Specification F1184, Type II Cantilever Slide Gates, for post setting requirements.

1.3.3.13 Overhead Slide Gate Posts. Refer to Specification F1184, Type I Overhead Slide Gates, for post setting requirements.

1.3.4 Bracing and Middle Rail.

1.3.4.1 No braces are required on fabric 6 ft. (1.83 m) high or less where the top rail is specified. On all fabric over 6 ft., braces are required. With fabric equal to or greater than 12 ft. (3.66 m) in height, a middle rail is recommended and required when specified. Braces are required on all

terminals regardless of height, on fences installed without a top rail.

1.3.4.2 Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There shall be no more than a 50° angle between the brace and the ground. Securely fasten horizontal braces with truss rods to the adjacent line post and terminal posts.

1.3.4.3 When the top rail is used, attach the brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

1.3.5 Top Rail and Tension Wire.

1.3.5.1 Support the top rail at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.

1.3.5.2 When the top rail is omitted, stretch a tension wire from end to end of each stretch of fence at a height that will enable it to be fastened to the fabric within the top 1 ft. (305 mm) of the chain-link fabric. If specified, fasten the bottom tension wire within the bottom 6 in. (150 mm) of fabric. Securely fasten the tension wire to the terminal posts. The tension wire shall be taut and free of sag.

1.3.6 Tie Wires and Clips.

1.3.6.1 Standard straight, preformed hook or pigtail round wire ties, preformed power-fastened wire ties, interlocking flat aluminum band ties, and powder-driven fasteners for attaching chain link fabric to round tubular or rectangular roll-formed rails and intermediate posts shall be as specified in ASTM Specification F626.

1.3.6.2 Irrespective of the type of fastener utilized, it is critical to the integrity of the fence system to assure that they are installed properly.

1.3.6.2.1 Consumer Safety. For fence applications where pedestrians may be in contact with the fence, such as play areas, sports fields, play courts, and swimming pools, wire ties shall be trimmed and bent in such a manner as to avoid injury to pedestrians in contact with the fence.

1.3.6.3 Standard Straight, Preformed Hook or Pigtail Round Wire

1.3.6.3.1 Metallic coated or polymer coated steel 9 gauge, 0.148 in. (3.76 mm), tie installation requires engagement of one wire forming a picket of the chain link fabric with a manually bent hook, preformed hook or pigtail end of the tie, by wrapping the wire tie a minimum of one 360° turn around the chain link picket wire and then wrapping the body of the tie around the rail or post a minimum of 180°. The opposite end of the tie is then secured to a second chain link fabric picket wire by wrapping the wire tie a minimum of one 360° turn around the chain link picket wire. The final process of tightening the tie on the fabric picket wire should draw the fabric and the main body of the tie tightly to the rail or

post.

1.3.6.3.2 Aluminum alloy ties and 11 gauge, 0.120 in. (3.05 mm), or less metallic or polymer coated steel tie installation requires engagement of a minimum of one wire forming a picket of the chain link fabric with a manually bent hook, preformed hook or pigtail end of the tie by wrapping the wire tie a minimum of two 360° turns around the chain link picket wire and then wrapping the body of the tie around the rail or post a minimum of 180°. The opposite end of the tie is then secured to a minimum of one chain link fabric picket wire by wrapping the wire tie a minimum of two 360° turns around the chain link picket wire. The final process of tightening the tie on the fabric picket wire should draw the fabric and the main body of the tie tightly to the rail or post.

1.3.6.4 Power-Fastened, Preformed Metallic Coated Steel Round Wire Tie— Select ties that are preformed to the size of the rail or post. Insert tie a full 360° around the rail or post including a minimum of one chain-link fabric wire picket. The two ends of the tie are pre-formed in such a manner that they can be power twisted together in a close helix of a minimum of 1½ machine turns, which is equivalent to three full twists, thereby drawing the wire tie up tightly around the rail or post and the chain-link fabric. After twisting, any protruding wire ends may be cut off and bent over to prevent untwisting.

1.3.6.5 Straight, Manually-Fastened Metallic Coated Steel Round Wire Tie— Bend tie to the shape of the rail or post, insert through the chain link fence fabric, including a minimum of one wire picket, wrap around the post or rail a full 360° and twist the two end wires securely with a minimum of three full twists. After twisting, any protruding wire ends may be cut off and bent over to prevent untwisting.

1.3.6.6 Interlocking, Preformed Flat Aluminum Band Tie— Select band preformed to the size of the post or rail, insert the band a full 360° around the rail or post and a minimum of one picket of the chain-link fabric then secure band by flattening down the preformed ends into a double closed loop against the rail or post.

1.3.6.7 Powder-Driven Fastener—Position the cap and pin in the center of the post or rail member, capturing a minimum of one chain link wire picket. Using a powder activated tool, "shoot" the pin into the post or rail.

1.3.7. Chain-Link Fabric.

1.3.7.1 Place chain-link fabric on the outside of the area enclosed or as directed by the authorized City representative.

1.3.7.2 Join rolls of wire fabric by weaving a single picket into the ends of the rolls to form a continuous mesh.

1.3.7.3 Cut the fabric by untwisting a picket and attach each span independently at all terminal posts. Use stretcher bars with tension bands at maximum 15-in. (380-mm) intervals or any other approved method of attachment.

1.3.7.4 Place the fabric by securing one end, applying sufficient tension to remove all slack before making attachment elsewhere. Tighten the fabric to

provide a smooth uniform appearance free from sag.

1.3.7.5 Install fence fabric at grade to a maximum of 3 in. (76 mm) clearance above grade. If the 3 in. (76 mm) maximum space cannot be maintained for the distance between or at line posts, reduce the space greater than 3 in. (76 mm) by installing tension wire or bottom rail. Install the top of the fence fabric for fences with top rail from a minimum of being tangent to the top of the top rail to a maximum of ½ - diamond above the top of the top rail. Fasten the fabric to the line posts at intervals not exceeding 15 in. (380 mm). Fasten fabric to the rail or tension wire at intervals not exceeding 24 in. (609 mm).

1.3.8 Barbed Wire.

1.3.8.1 If barbed wire is required, pull it taut to remove all sag, firmly install it in the slots of the extension arms, and secure it to a post or terminal arm.

1.3.9 Gates.

1.3.9.1 The authorized City representative shall indicate the operational direction of the gates. Grade clearance and possible gate obstruction shall be considered in the design to provide adequate operational clearance so that the gate can operate freely.

1.3.9.2 Install gates true to opening and plumb in a closed position.

1.3.10 Appearance.

1.3.10.1 The area of installation shall be left neat and free of any debris caused by the erection of the fence.

1.3.11 Safety.

1.3.11.1 Perform all work in a safe and orderly fashion in accordance with the Williams-Steiger Occupational Safety and Health Act of 1970.

2. Temporary Chain Link Fence (Group 2).

2.1 Specific Product Requirements.

2.1.1 Temporary Chain Link Fence Galvanized. Using 1⁵/₈" line post, top #9 gauge tension wire.

2.1.2 Temporary Double Gates and Single Gates. To include hardware, posts, and lock hasp.

2.2 Installation of Temporary Chain Link Fence.

2.2.1 Chain Link Posts.

2.2.1.1 Post spacing shall be 12' maximum if using prefabricated panels and 10' maximum if wire tying mesh to posts.

2.2.1.2 Drive posts, set in holes and backfill, or anchor precast concrete blocks.

2.2.1.3 For soft and unstable ground conditions, cast concrete plug around

post.

2.2.1.4 Posts over pavement: Use steel post plates or precast concrete blocks.

2.2.1.5 Gate posts: Use bracing or concrete footings to provide rigidity for accommodating size of gate.

2.2.2 Gates. Install with required hardware.

3. Bollards (Group 3).

3.1 Specific Product Requirements.

3.1.1 Stationary Bollard Posts. 1/4" steel, Schedule 40 pipe, painted OSHA yellow, powder coated for durability, mounted on 3/8" steel plate, plate pre-drilled with 3/4" holes, square or round posts, high density polyethylene caps that may be filled with cement for added protection, 4' above ground.

3.1.2 Removable Bollard with Bottom Sleeve. 1/4" steel, Schedule 40 pipe, painted OSHA yellow, powder coated for durability, high density polyethylene caps that may be filled with cement for added protection, adaptable to a lockable below grade sleeve.

4. Core Drilling (Group 4).

4.1 Specific Service Requirements. Work shall meet or exceed the Concrete Sawing & Drilling Association, Inc. Specification No. CSDA-C-101, Core Drilling.

5. Miscellaneous On Site Welding Galvanized, Aluminum, or Steel (Group 5).

5.1 Specific Service Requirements. Work shall meet or exceed American Welding Society Standards.

6. Picket Fence (Group 6). Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Standard F2957-13.

6.1 Specific Product Requirements.

6.1.1 Aluminum Picket Fence. With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

6.1.2 Aluminum Swing Gates. To include hardware, posts, and lock hasp.

6.1.3 Galvanized Picket Fence. With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

6.4 Galvanized Swing Gates. To include hardware, posts, and lock hasp.

6.2 Fence Removal and Disposal Up to 10' High. Work shall consist of removal and disposal of existing picket fence. The appropriate disposal of the fence is the responsibility of the contractor.

6.3 Installation of Picket Fence.

6.3.1 Set fence posts at 6'-0" on center maximum; set gate posts for specified gate openings. Post depth and diameter of footing shall be in accordance with manufacturer's recommendations.

6.3.2 Insert stringer ends into pre-punched posts and fasten with TEK screws.

6.3.3 Center and align posts. Place concrete around posts and vibrate or tamp for consolidation. Re-check vertical and top alignment of posts and make necessary corrections.

6.3.4 Install gates according to manufacturer's instructions, plumb, level, and secure for full opening without interference. For double gates, install drop rod. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

7. Wood Fence (Group 7).

7.1 Specific Product Requirements. All materials pressure treated yellow pine #2 grade nailed with rick shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified. Certification details may be found at <https://us.fsc.org/en-us/certification>.

Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Specification F537-01(2014).

7.1.1 Single or Double Gates. With strap hinge and standard lock hasp.

7.2 Fence Removal and Disposal Up to 10' High. Work shall consist of removal and disposal of existing wood fence. The appropriate disposal of the fence is the responsibility of the contractor.

7.3 Installation of Fences Constructed of Wood and Related Materials. (Pursuant to ASTM Standard F537-01(2014)).

7.3.1 Wood Cover Materials. All wood cover materials which are acceptable under appropriate sections of ASTM Standard F537-01(2014), may be installed to open frame post and rail fences, sawn wood fence frames, and metal fence posts and frames, as applicable.

7.3.2 Non-Wood Cover Materials. All non-wood fence cover materials, such as

corrugated metal, fiberglass, chain link, wire, and other fill materials, may be specified for installation on or within open frame post and rail fences, sawn wood fence frames, and metal fence posts and frames, as applicable.

7.3.3 Expansion Allowance Fence Boards and Pickets. When wood pickets or fence boards are attached to a fence frame as a solid fill or cover material, a small space between the fence boards shall be allowed to account for expansion due to change in moisture content as a result of wetting and drying cycles. For widths from 2 to 4 in., a $\frac{1}{16}$ -in. space shall be provided; for 6 and 8-in. widths, a minimum space of $\frac{1}{8}$ in. shall be provided; for 10-in. wide material, a $\frac{3}{16}$ -in. space shall be provided; and for 12-in. material, a $\frac{1}{4}$ -in. space shall be provided.

7.3.4 Expansion Allowance for Plywood. When solid panel fences are constructed of plywood, care should be taken to allow space for expansion due to moisture. A minimum of $\frac{1}{8}$ in. shall be allowed along the long edge of the panel, and $\frac{1}{4}$ in. at the end of the panel.

7.3.5 Installation of Wood Posts:

7.3.5.1 All wood posts shall be set in holes at least 4 in. larger in diameter than the largest dimension or diameter of the post.

7.3.5.1.1 Footings must extend to a depth of one half the finished height of fence minus 6 in. (maximum depth 48 in.).

7.3.5.2 Posts tamped into place with good tamping material can be considered as set in the next firmer soil. For example, instead of using loose or medium soil, use medium- or hard-packed soil, respectively.

7.3.5.2.1 When concrete is used as a footing depth extension, the post should extend to within 6 in. of the bottom of the footing, unless the footing is three times the cross section of the diameter of the post.

7.3.5.3 All wood posts shall be set and embedded in holes with minimum depths as specified in Footing Table for Solid Covered Fences, based on soil-type classification and method of embedment.

7.3.5.4 Concrete footings may be one of two basic types as follows:

Footing Table for Solid Covered Fences

Note 1 – For fence with posts on 8-ft centers. For 10-ft spacing add 25% to diameter or depth.

Diameter and Depth of Footing, in.			
Fence Height, ft	Loose Soil	Medium Soil	Hard-Packed Soil
4	9 by 24	8 by 24	7 by 24
5	9 by 24	8 by 24	7 by 24
6	10 by 30	8 by 30	7 by 30
7	11 by 36	9 by 36	7 by 36
8	12 by 42	10 by 42	8 by 42
9	13 by 48	11 by 48	9 by 48
10	14 by 48	12 by 48	10 by 48
11	15 by 48	13 by 48	12 by 48
12	16 by 48	14 by 48	12 by 48

7.3.5.4.1 A concrete collar footing is employed by simply filling standard post holes with 2000 psi (13.8 MPa) minimum concrete.

7.3.5.5 If water fills the post hole, a sturdy plastic bag may be used as a liner, into which the concrete may be slowly poured, causing it to sink and displace water without dilution of the concrete mix.

7.3.5.6 Post installations based on the allowable soil loading and engineering analysis are not prohibited as an alternative to these simplified criteria.

7.3.6 Installation of Metal Posts:

7.3.6.1 All metal posts should be set in holes having a diameter at least 3 times the size of the largest dimension or diameter of the post.

7.3.6.2 All metal posts shall be set in concrete, 2000 psi (13.8 MPa) minimum.

7.3.6.3 The metal post shall be submerged in the concrete to a depth sufficient to adequately support the post.

7.3.6.4 All other requirements for metal post installation are identical to those for wood, as specified in 7.3.5.

7.3.7 Fastenings:

7.3.7.1 The strength and utility of any wood component is in great measure dependent upon the fastenings used to hold the assembly together. The most common wood fasteners are nails and spikes, followed by screws, bolts, metal connectors, and straps of various shapes.

7.3.7.2 The NFPA Specification for Stress Grade Lumber and Its Fastenings shall be used for all engineered fastener design when specific information is not included in this specification.

7.3.8 Nails:

7.3.8.1 In order to ensure satisfactory durability, all nails or spikes shall be corrosion-resistant such as hot-dipped galvanized, aluminum, or stainless steel, unless otherwise specified.

7.3.8.2 Smooth shank nails are acceptable for all uses, except where wood members are subjected to direct withdrawal loads induced primarily by wind forces.

7.3.8.3 Deformed-shank nails are recommended for wood members, such as fence boards or pickets, which are exposed to direct withdrawal forces. Such nails are available as annularly threaded (ring shanked), helically threaded (spiral shanked), or barbed shank.

7.3.8.4 Always fasten a thinner member to a thicker member, unless clinched nails are used.

7.3.8.5 Use blunt nails, or any nail with a point not sharper than the standard medium-diamond point.

7.3.8.6 With very hard, dense woods or those otherwise tending to split when nailed, predrilling may be employed; however, predrill only three fourths of the nail diameter.

7.3.8.7 Place nails no closer to the edge than one half of the board thickness, and no closer to the end than the board thickness.

7.3.8.8 Toenailing may be used with the following stipulations: allow an end distance (distance from the end of the attached member to the point of initial nail entry) of approximately one third the length of the nail; drive the nail at a slope of 30° with the attached member; and bury the full shank of the nail while avoiding excessive mutilation of the wood from hammer blows.

7.3.8.9 Use only two nails per crossing for fence boards 4 in. and wider (nominal), and only one nail per crossing for pickets up to, but not including, 4-in. nominal widths.

7.3.8.10 Avoid end-grain nailing. When unavoidable, use screws or a side grain wood cleat adjacent to end-grain member (as in posts); or use deformed shank nails or spikes. However, end-grain nailing shall not be allowed under any circumstances when subjected to withdrawal forces.

7.3.8.11 A nail shall be long enough to penetrate the receiving member a distance twice the thickness of the thinner member but not less than 1½ in. (for example, in ¾-in. board, the nail should penetrate the receiving member 1½ in.; thus, at least a 7-penny nail is required). Slant-driven, clinched, or deformed shank nails shall be used when the combined thickness is less than the recommended nail length. Refer to Selection of Nails Table for aid in proper nail selection.

Selection of Nails

Penny Size	Gage	Length, in. (mm)	Diameter, in. (mm)
<i>Bright, Common Wire Nails:</i>			
6d	11½	2 (50.8)	0.113 (2.87)
8d	10¼	2½ (63.5)	0.131 (3.33)
10d	9	3 (76.2)	1.148 (3.76)
12d	9	3¼ (82.6)	1.148 (3.76)
16d	8	3½ (88.9)	0.162 (4.11)
20d	6	4 (101.6)	0.192 (4.88)
30d	5	4½ (114.3)	0.207 (5.26)
40d	4	5 (127.0)	0.225 (5.72)
50d	3	5½ (139.7)	0.244 (6.20)
60d	2	6 (152.4)	0.262 (6.66)
<i>Smooth Box Nails:</i>			
3d	14½	1¼ (31.8)	0.076 (1.93)
4d	14	1½ (38.1)	0.080 (2.03)
5d	14	1¾ (44.5)	0.080 (2.03)
6d	12½	2 (50.8)	0.098 (2.49)
7d	12½	2¼ (57.2)	0.098 (2.49)
8d	11½	2½ (63.5)	0.113 (2.87)
10d	10½	3 (76.2)	0.128 (3.25)
16d	10	3½ (88.9)	0.135 (3.43)
20d	9	4 (101.6)	0.148 (3.76)
<i>Helically and Annularly Threaded Nails:</i>			
6d	...	2 (50.8)	0.120 (3.05)
8d	...	2½ (63.5)	0.120 (3.05)
10d	...	3 (76.2)	0.135 (3.43)
12d	...	3¼ (82.6)	0.135 (3.43)

16d	....	3 1/2 (88.9)	0.148 (3.76)
20d	....	4 (101.6)	0.177 (4.50)
30d	....	4 1/2 (114.3)	0.177 (4.50)
40d	....	5 (127.0)	0.177 (4.50)
50d	....	5 1/2 (139.7)	0.177 (4.50)
60d	....	6 (152.4)	0.177 (4.50)

7.3.9 Wood Screws:

7.3.9.1 A screw should be long enough to penetrate the receiving member at least the thickness of the thinner (outside) member, but with not less than 1 in. of penetration (for example, fastening a 3/4-in. member to a 2-by-4 wooden plank would require a 1 3/4-in. long screw).

7.3.9.2 Screws shall also be rustproof or made of rust-resistant metals (see 7.3.8.1).

7.3.10 Other Timber Fasteners. All other connectors such as lag screws, common bolts, or drift bolts shall be used in accordance with the recommendations of the NFPA Specification for Stress Grade Lumber and Its Fastenings.

7.3.11 Other Light Fasteners (Mechanically Installed):

7.3.11.1 Different types of staples have been developed with various modifications in points, shank treatment and coatings, gage, crown width, and length. These fasteners are available in clips or magazines to permit their use in pneumatically operated portable staplers. The withdrawal resistances vary almost directly with the circumference and depth of point when the type of point and shank are similar.

7.3.11.2 Staples shall be manufactured in accordance with ASTM Specification F1667.

7.3.11.3 Staples shall be of the corrosion-resistant type.

7.3.11.4 Use and installation of staples and other mechanically driven light fasteners shall be in accordance with I-SANTA Manual 19-73.

8. Sand Fence (Group 8).

8.1 Specific Product Requirements and Installation. Slats shall be constructed of No.1 aspen pickets (3/8" x 1 1/2" x 48"), slats shall be spaced 2 1/4" apart plus or minus 1/4", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

9. Plastic Fence (Group 9).

9.1 Specific Product Requirements. Such fencing is constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Below is the EPA standard for recycled-content levels for purchasing plastic fencing for specified uses as shown in the table below.

Recommended Recovered Materials Content Levels for Fencing Containing Recovered Plastic¹

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Plastic Fencing	Plastic	60-100	90-100

¹*Designation includes fencing containing recovered plastic for use in controlling sand drifting and as a warning/safety barrier in construction or other applications.*

9.2 Installation of Plastic Fence (Pursuant to ASTM Standard F1999 – 14)

9.2.1 Site Preparation.

9.2.1.1 Unless otherwise specified in the contract or purchase order, the authorized City representative shall indicate the location of fence lines, gates, and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. [152.5 m] or line of sight.

9.2.1.2 Unless otherwise specified in the contract or purchase order, the authorized City representative shall indicate the location of all underground utilities, USC&G benchmarks, property monuments, and other underground structures.

9.2.2 Installation of Posts.

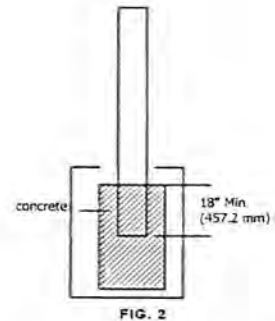
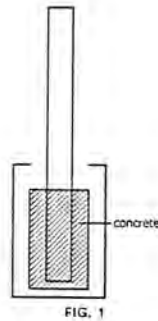
9.2.2.1 Preparation of Post Holes. Set posts in concrete in holes of diameter and depth as follows. Intended use and local conditions shall determine post footing dimensions, that is, under normal conditions the diameter shall be 4 in. [101 mm] greater than the largest cross section of the post. The depth shall be a minimum of 24 in. [609 mm] plus an additional 3 in. [76 mm] for each 1-ft. [305-mm] increased fence height over 4 ft. [1.22 m].

9.2.2.2 Preparation of Post. To secure post vertically, provide a means such as, but not limited to, notching, drilling, roughing, pinning, etc.

9.2.2.3 Installation of Posts. This practice includes post setting methods. Careful consideration should be taken to choose the correct method based on soil types at the installation location.

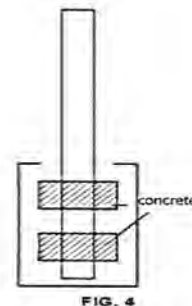
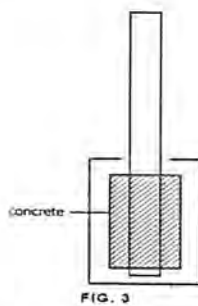
9.2.2.3.1 Method 1. Partially fill holes with concrete, then set the post into the concrete leaving approximately 2 to 4 in. [51 to 101 mm] of concrete below the bottom of the post (see Fig. 1). Continue filling the hole with concrete to within 6 to 9 in. [152.4 to 228.6 mm] of the top. Fill the remainder of the hole with soil or fine rocks. Where frost is not likely, the hole may be filled to

ground level with concrete. The post shall extend a minimum of 18 in. [457.2 mm] into the concrete (see Fig. 2). Check to see that the post remains plumb until the concrete has set.



9.2.2.3.2 Method 2. Tap the post into the bottom of the hole until the desired height of the post above ground level is reached (see Note 1 and Fig. 3). Add concrete around the post to the level specified in 9.2.2.3.1. Check to see that the post remains plumb until the concrete has set.

Note 1 – This method should not be used where there are mucky or loose soil conditions as without concrete under the post, it may sink if downward pressure is applied.



9.2.2.3.3 Method 3. Tap the post into the bottom of the hole until the desired height of the post above ground level is reached (see Fig. 4). Fill the hole one fourth of the depth with concrete, then add fine rocks or gravel to one half of the depth of the hole, then add concrete to three fourths of the depth of the hole. Fill the remainder of the hole with soil, gravel, or fine rocks. Check to see that the post remains plumb until the concrete has set.

9.2.2.3.4 Method 4. Place 4–6 inches of crushed stone in the bottom of the post holes, then set the post into the hole and continue filling in around the post with crushed stone to within four inches of grade. Compact the stone with a solid instrument, such as a breaker bar or heavy steel rod. Fill the remainder of the hole with soil or fine rocks.

Note 2 – Method 4 is to be used in soil types that tend to crack open when dry as to help reduce post settling during dry conditions.

9.2.3 Installation of Rails and Sections

9.2.3.1 Explanation or contraction values for fence profiles are given in Table 1. Rails shall extend into routed posts with sufficient distance between notches or clips, etc. and the inside wall of the post to accommodate the given contraction. When two rails are inserted into a post, end to end, a gap shall be provided between them for expansion. In all cases, rails shall extend a minimum of 1 in. [25.4 mm] into routed posts. The fractional dimensions shown in Table 1 are applied to both ends of the rail.

TABLE 1 Thermal Expansion in Inches [Millimetres] for PVC Fence Profiles[†]

Rail Length, ft [m]	80°F Temperature Change	100°F Temperature Change	120°F Temperature Change
6 [1.8]	$\frac{1}{32}$ [2.38]	$\frac{1}{8}$ [3.2]	$\frac{1}{16}$ [3.97]
8 [2.44]	$\frac{1}{16}$ [3.2]	$\frac{1}{16}$ [3.97]	$\frac{1}{8}$ [4.76]
10 [3.05]	$\frac{1}{16}$ [3.97]	$\frac{1}{8}$ [4.76]	$\frac{1}{4}$ [6.4]
12 [3.6]	$\frac{1}{8}$ [4.76]	$\frac{1}{16}$ [5.55]	$\frac{1}{8}$ [7.14]
14 [4.27]	$\frac{1}{16}$ [5.55]	$\frac{1}{16}$ [7.14]	$\frac{1}{8}$ [8.73]
16 [4.88]	$\frac{1}{4}$ [6.4]	$\frac{1}{8}$ [7.94]	$\frac{1}{8}$ [9.53]

[†]These values are calculated using a coefficient of linear thermal expansion of 4.4×10^{-5} in./in./°F.

9.2.3.2 If outside brackets are used, they shall be fastened securely with noncorrosive fasteners in accordance with the manufacturer's instructions.

9.2.4 Installation of Post Caps and Picket Tops, etc.

9.2.4.1 Post caps, end caps, and picket caps, if not pre-fastened by the manufacturer, shall be attached in accordance with the manufacturer's recommendation, or by noncorrosive fasteners, or by solvent cement bonding.

9.2.5 Installation of Gates on Posts.

9.2.5.1 Gate hinge posts require more support than line posts. Follow the manufacturer's instructions regarding the use of inserts to minimize deflection.

9.2.5.2 Install gates true to opening and plumb in a closed position.

9.2.5.3 Gates shall operate freely, and closures shall be properly installed in accordance with all applicable codes and the manufacturer's recommendations.

9.2.5.4 Unless specified by an applicable code, the authorized City representative shall indicate the operational direction of the gates.

9.2.6 Appearance

9.2.6.1 The areas of installation shall be left neat and free of any debris caused by the installation of fence.

10. Miscellaneous Work (Group 10).

10.1 Specific Service Requirements.

10.1.1 Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

10.2 Pressure wash and spray paint existing aluminum or galvanized picket fences.

10.3 20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black).

10.4 Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8' rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm).

11. Emergency Work (Group 11).

11.1 Specific Service Requirements. In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.

APPENDIX D

MIAMI BEACH

Special Conditions

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. This Contract shall remain in effect for a period of three (3) years from date of contract execution by the Mayor and City Clerk. The City of Miami Beach has the option to renew the contract at the sole discretion of the City Manager for an additional two (2), one (1) year periods, on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be on a month-to-month basis and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

2. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT. If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the **three (3) year term of this contract**; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contract term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

2.1 OPTION TO RENEW WITH PRICE ADJUSTMENT. The contract may be extended at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms, if mutually agreed upon by both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the successful Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the successful Contractor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

3. METHOD OF AWARD. Award of this contract will be made to the lowest priced responsive, responsible bidders on a group-by-group basis. To be considered for award by group, the bidder shall offer prices for all items within a given group. The City will then select the bidders for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to

submit an offer for all items within the group, its offer for that specific group may be rejected.

While the method of award prescribes the method for determining the lowest responsive, responsible bidder, the City will award this contract to the designated lowest bidder as the primary vendor and will award this contract to the designated second lowest bidder as the secondary vendor respectively. If the City exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the City shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the City may also make award to the third lowest bidder as tertiary if the primary and secondary vendors do not perform.

Award to multiple bidders is made for the convenience of the City and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The City may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

4. ROADMAP FOR PROJECTS AWARDED PURSUANT TO POOL OF PRE-QUALIFIED CONTRACTORS. The bidders to whom award is made under this solicitation, pursuant to Special Condition 3, shall also be deemed to be thereby pre-qualified to participate in periodic work assignments that are identified by the City on an as-needed basis. In lieu of award based on lowest priced responsive, responsible bidders on a group-by-group basis, the project/contract manager may request quotes from contractors authorized to participate in the Pre-Qualified Bidder Pool for large or other planned projects.

When such work assignments are identified, the awarded Contractors may be invited to review the written specifications regarding the work to be accomplished, inspect the work area, and offer a lump sum quote (unless notified otherwise), that shall include all labor, supervision, materials, equipment, and any other items and/or incidentals identified by the City. The Contractor offering the lowest fixed price for the specific effort shall be awarded that specific work assignment. The award of a specific work assignment to one Contractor does not preclude other pre-qualified Contractors from submitting offers for other work assignments.

The cost of any ancillary third-party services that are provided by the Contractor, with prior approval of the authorized City representative, may be determined in the manner prescribed above.

Awarded Contractors shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level. Bidders past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

Each quote prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. In this case, projects will be awarded on a Lump Sum basis.

- 4.1 For projects with an estimated cost up to \$50,000, the project/contract manager may solicit written or telephone quotes prior to requesting a purchase order be issued for the work.
- 4.2 For projects with an estimated cost exceeding \$50,000, the project/contract manager may solicit written quotes. Prior to issuing a purchase order for projects in this category, the City Manager's approval is required.
- 4.3 In determining the lowest and best Contractor for the project, in addition to price, there shall be considered the following:
 - (1) The ability, capacity and skill of the bidder to perform the work.
 - (2) Whether the bidder can perform the work within the time specified, without delay or interference.
 - (3) The quality of performance on previous work.
 - (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

The City Manager's approval is required when the Contractor offering the lowest cost is not selected.

5. ROADMAP FOR PROJECTS AWARDED ON A TIME AND MATERIALS BASIS (Group XII):

The City may award work on a time and materials basis in accordance with Section 0200, Sub-Section 14, Multiple Award. City departments may request purchase orders to be issued to the primary vendor for any group on a time and material basis (bid hourly charges plus parts or materials) for a specific request or for a pre-need encumbrance (blanket order). Pursuant to Section 0200, General Condition 14, entitled *Multiple Awards*, secondary and primary vendors may also be considered.

- 5.1 **Administrative Mark-up for Parts.** For parts and materials ordered under this option, Contractors shall provide a quote or invoice, as determined by the authorized City representative, based on the cost of parts and materials plus the agreed to mark-up. In determining cost of materials to which the mark-up may be applied, the authorized City representative may:
 - i. require the Contractor to provide actual cost of parts and materials (e.g., Contractor's invoice, MSRP, etc.) prior to the issuance of a purchase order or approval of an invoice; or
 - ii. may require the Contractor to seek and document competition from its sources for the required parts or materials; or
 - iii. may obtain data available from primary or other secondary sources and use that data in determining a fair and reasonable price.

The cost of any ancillary third-party services that are provided by the Contractor, with prior approval of the authorized City representative, may be determined in the manner prescribed above.

- 5.2 **Estimates.** The authorized City representative may require the Contractor to provide an estimate prior to the commencement of work. Any actual charges that exceed

estimate amounts must be pre-approved by the project/contract manager.

6. MANDATORY SITE VISIT. An invitation to quote may require a site visit. Failure for a Contractor to attend the site visit will result in the quote not being considered for award. The site visit will be held to discuss the specifications of the quote, present questions to staff, and obtain clarification on the requirements of the quote.

The quote will state the time and place of the site visit, if applicable. Except in case of emergencies or in time of constraints, the City will use reasonable efforts to schedule the site visit within forty-eight (48) hours from the date of the quote.

7. PAYMENT. For the duration of contract, invoices for payment will be submitted as inspections and/or repairs have been completed. Invoices will be subject to verification and approval by an authorized City representative. All work must be satisfactorily completed and approved prior to final approval for payment.

8. SHIPPING TERMS. Prices shall include freight to City premises and shall be F.O.B. Destination. The successful bidder shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

9. LIQUIDATED DAMAGES. Failure to respond to a service call within the time specified may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all cost associated with the services performed by a secondary vendor.

10. WARRANTY/GUARANTEE. The Contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion. For new installations, Contractor shall additionally provide full manufacturer warranty to the City.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the City at the time of the defect. Any payment by the City on behalf of the goods or services received from the Contractor does not constitute a waiver of these warrant provisions.

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

memorandum or through invoicing.

11. COMPLETE PROJECT REQUIRED. These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

12. CUSTOMER SERVICE. Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

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

- 13.1 Emergency Repairs/Service.** The Contractor is expected to secure or fix the problem within a total of six (6) hours, two (2) hours to return the call and four (4) hours to secure or fix the problem. If the Contractor fails to arrive within four (4) hours of the emergency repair/service request, the Contractor will be found non-responsive.
- 13.2 Non-Emergency or Planned Work.** When the Contractor has been notified of work, the Contractor shall arrive at the work site within twenty-four (24) hours from initial contact by an authorized City representative, unless otherwise specified. If the Contractor fails to arrive within the specified time, the Contractor will be found non-responsive.

The City reserves the right to terminate this contract after the Contractor is found non-responsive three (3) times within a fiscal year (October 1st to September 30th).

14. WORK DAY. Regular working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. Calls outside these hours and days will be considered non regular.

15. LABOR, MATERIALS, AND EQUIPMENT. The Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. Materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of an authorized City representative.

16. CLEARING AND GRUBBING. Group and unit prices shall include costs for minimal clearing and grubbing as might normally be anticipated in the removal, repair and replacement of existing fencing. This includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs, and other vegetation as required to remove and replace existing fencing at original line and grade. Authorized vegetation removal is limited to two feet (2') measured horizontally from existing fence fabric as required to replace the fence fabric. Contractor is responsible for proper disposal of all vegetation, soil or other material removed for installation of replacement fencing.

17. USE OF PREMISES. The Contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the authorized City representative, and shall not unreasonably encumber the premises with his/her materials.

18. DAMAGE TO PUBLIC OR PRIVATE PROPERTY. Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

Contractor shall perform installation work so as to cause the least inconvenience and interference to the City and with proper consideration for others on site. If any alteration, including, but not limited to, dismantling, and excavation is required to achieve installation, Contractor shall promptly restore the structure or site to its original condition.

19. CLEAN-UP. All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from an authorized City representative. Any materials and/or equipment left on site shall be done with the Contractor, fully and totally responsible for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City.

Upon final completion, the Contractor shall thoroughly clean up all areas, as mutually agreed with the associated user department's project manager, where work was performed.

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APPENDIX E

MIAMI BEACH

Cost Proposal Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

APPENDIX E COST PROPOSAL FORM

Failure to submit cost proposal form in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

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

Group I – FURNISH AND INSTALL CHAIN LINK FENCE			
GALVANIZED CHAIN LINK FENCE - All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$
1b	Over 250'	Linear Feet	\$
2	5' high		
2a	Up to 250'	Linear Feet	\$
2b	Over 250'	Linear Feet	\$
3	6' high		
3a	Up to 250'	Linear Feet	\$
3b	Over 250'	Linear Feet	\$
4	8' high		
4a	Up to 250'	Linear Feet	\$
4b	Over 250'	Linear Feet	\$
5	10' high		
5a	Up to 250'	Linear Feet	\$
5b	Over 250'	Linear Feet	\$
6	12' high		
6a	Up to 250'	Linear Feet	\$
6b	Over 250'	Linear Feet	\$
CHAIN LINK GATES ALL GALVANIZED – Single leaf gates complete with posts.			
Note: when using double access gate, single gate item will be multiplied by 2 for correct gate size.			
7	4' high x 4' wide	Each	\$
8	4' high x 6' wide	Each	\$
9	4' high x 8' wide	Each	\$
10	5' high x 4' wide	Each	\$
11	5' high x 6' wide	Each	\$
12	5' high x 8' wide	Each	\$
13	6' high x 4' wide	Each	\$
14	6' high x 6' wide	Each	\$
15	6' high x 8' wide	Each	\$

16	6' high x 10' wide	Each	\$
17	6' high x 12' wide	Each	\$
18	8' high	Linear Feet	\$
19	10' high	Linear Feet	\$
20	12' high	Linear Feet	\$
END/CORNER POST - Schedule 40 pipe galvanized.			
21	4'	Each	\$
22	5'	Each	\$
23	6'	Each	\$
24	7'	Each	\$
25	8'	Each	\$
26	9'	Each	\$
27	10'	Each	\$
28	11'	Each	\$
29	12'	Each	\$
VINYL COATED CHAIN LINK FENCE - All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.			
30	4' high		
30a	Up to 250'	Linear Feet	\$
30b	Over 250'	Linear Feet	\$
31	5' high		
31a	Up to 250'	Linear Feet	\$
31b	Over 250'	Linear Feet	\$
32	6' high		
32a	Up to 250'	Linear Feet	\$
32b	Over 250'	Linear Feet	\$
33	8' high		
33a	Up to 250'	Linear Feet	\$
33b	Over 250'	Linear Feet	\$
34	10' high		
34a	Up to 250'	Linear Feet	\$
34b	Over 250'	Linear Feet	\$
35	12' high		
35a	Up to 250'	Linear Feet	\$
35b	Over 250'	Linear Feet	\$
CHAIN LINK GATES ALL VINYL COATED - Single leaf gate complete with posts.			
36	4' high x 4' wide	Each	\$
37	4' high x 6' wide	Each	\$
38	4' high x 8' wide	Each	\$
39	5' high x 4' wide	Each	\$
40	5' high x 6' wide	Each	\$
41	5' high x 8' wide	Each	\$
42	6' high x 4' wide	Each	\$

43	6' high x 6' wide	Each	\$
44	6' high x 8' wide	Each	\$
45	6' high x 10' wide	Each	\$
46	6' high x 12' wide	Each	\$
47	8' high	Linear Feet	\$
48	10' high	Linear Feet	\$
49	12' high	Linear Feet	\$
END/CORNER POST – Schedule 40 pipe vinyl coated.			
50	4'	Each	\$
51	5'	Each	\$
52	6'	Each	\$
53	7'	Each	\$
54	8'	Each	\$
55	9'	Each	\$
56	10'	Each	\$
57	11'	Each	\$
58	12'	Each	\$
WIND SCREEN BLUE OR GREEN 75% BLOCK. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.			
59	6' high	Linear Feet	\$
60	9' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH - Work shall consist of removal and disposal of existing chain-link fence.			
61	Under 250'	Linear Feet	\$
62	Over 250'	Linear Feet	\$
GROUP I-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group II – FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED			
TEMPORARY CHAIN LINK FENCE GALVANIZED – Using 1 5/8" line post, top #9 gauge tension wire (price to include removal).			
Item	Description	U/M	Unit Cost
1	6' high	Linear Feet	\$
2	8' high	Linear Feet	\$
TEMPORARY DOUBLE GATES AND SINGLE GATES. To include hardware, posts, and lock hasp.			
3	6'x6' single gate	Each	\$
4	6'x20' double gate	Each	\$
5	8'x6' single gate	Each	\$
6	8'x20' double gate	Each	\$
GROUP II-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group III – FURNISH AND INSTALL BOLLARDS**STATIONARY BOLLARD POSTS** – Schedule 40 pipe painted OSHA yellow filled with concrete 4' above ground.

Item	Description	U/M	Unit Cost
1	24"H x 4" Round	Each	\$
2	36"H x 4" Round	Each	\$
3	42"H x 4" Round	Each	\$
4	24"H x 5" Round	Each	\$
5	36"H x 5" Round	Each	\$
6	42"H x 5" Round	Each	\$
7	24"H x 6" Round	Each	\$
8	36"H x 6" Round	Each	\$
9	42"H x 6" Round	Each	\$
REMOVABLE BOLLARD WITH BOTTOM SLEEVE. Schedule 40 pipe			
10	24"H x 4" Round	Each	\$
11	36"H x 4" Round	Each	\$
12	42"H x 4" Round	Each	\$
13	24"H x 5" Round	Each	\$
14	36"H x 5" Round	Each	\$
15	42"H x 5" Round	Each	\$
16	24"H x 6" Round	Each	\$
17	36"H x 6" Round	Each	\$
18	42"H x 6" Round	Each	\$
GROUP III-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group IV – CORE DRILLING UP TO 12" THICK SLAB

Item	Description	U/M	Unit Cost*
1	2" Hole	Each	\$
2	3" Hole	Each	\$
3	4" Hole	Each	\$
4	6" Hole	Each	\$
5	8" Hole	Each	\$
GROUP IV-TOTAL			\$

*Unit cost must include all labor, transportation, materials, tools, and equipment necessary to provide core drilling services.

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

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Group V – MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL

Item	Description	Annual Estimated Quantity ¹	U/M	Unit Cost*
1	Hour Rate – Regular (per Individual)	100	Hourly Rate	\$
2	Hour Rate – Non Regular (per Individual)	100	Hourly Rate	\$
GROUP V-TOTAL				\$

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide welding services.

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group VI – FURNISH AND INSTALL PICKET FENCE

ALUMINUM PICKET FENCE – With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$
1b	Over 250'	Linear Feet	\$
2	5' high		
2a	Up to 250'	Linear Feet	\$
2b	Over 250'	Linear Feet	\$
3	6' high		
3a	Up to 250'	Linear Feet	\$
3b	Over 250'	Linear Feet	\$
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$
ALUMINUM SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
5	4' high	Linear Feet	\$
6	5' high	Linear Feet	\$
7	6' high	Linear Feet	\$
8	8' high	Linear Feet	\$
9	10' high	Linear Feet	\$
GALVANIZED PICKET FENCE – With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.			
10	4' high		
10a	Up to 250'	Linear Feet	\$
10b	Over 250'	Linear Feet	\$
11	5' high		
11a	Up to 250'	Linear Feet	\$
11b	Over 250'	Linear Feet	\$
12	6' high		
12a	Up to 250'	Linear Feet	\$
12b	Over 250'	Linear Feet	\$

13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$
GALVANIZED SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
14	4' high	Linear Feet	\$
15	5' high	Linear Feet	\$
16	6' high	Linear Feet	\$
17	8' high	Linear Feet	\$
18	10' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing picket fence.			
19	Under 250'	Linear Feet	\$
20	Over 250'	Linear Feet	\$
GROUP VI - TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group VII – FURNISH AND INSTALL WOOD FENCE			
All materials pressure treated yellow pine #2 grade nailed with rink shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 100'	Linear Feet	\$
1b	Up to 200'	Linear Feet	\$
1c	Over 200'	Linear Feet	\$
2	6' high		
2a	Up to 100'	Linear Feet	\$
2b	Up to 200'	Linear Feet	\$
2c	Over 200'	Linear Feet	\$
3	Additional cost for board to board or shadow box model	Linear Feet	\$
SINGLE OR DOUBLE GATES – With strap hinge and standard lock hasp.			
4	4' high	Linear Feet	\$
5	6' high	Linear Feet	\$
6	Additional cost for board to board or shadow box model	Linear Feet	\$
7	10' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing wood fence.			
8	Under 250'	Linear Feet	\$
9	Over 250'	Linear Feet	\$
GROUP VII - TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group VIII – FURNISH AND INSTALL SAND FENCE

Slats shall be constructed of No.1 Aspen pickets ($\frac{3}{8}$ " x $1\frac{1}{2}$ " x 48"), slats shall be spaced 2 $\frac{1}{4}$ " apart plus or minus $\frac{1}{4}$ ", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

Item	Description	U/M	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)		
1a	Up to 100	Roll	\$
1b	Over 100	Roll	\$
Sand fence installed onto 4"X4"X8' pressure treated woods posts			
2	Up to 5,000'	Linear Feet	\$
3	Over 5,000'	Linear Feet	\$
GROUP VIII -TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group IX – FURNISH AND INSTALL PLASTIC FENCE

Fencing constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Item	Description	U/M	Unit Cost
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
GROUP IX-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group X – MISCELLANEOUS WORK

Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
Pressure wash and spray paint existing aluminum or galvanized picket fences.			
6	4' high	Linear Feet	\$
7	5' high	Linear Feet	\$
8	6' high	Linear Feet	\$
9	8' high	Linear Feet	\$
10	10' high	Linear Feet	\$
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.		
11a	Every 10' (up to 100')	Each	\$
11b	Every 10' (up to 300')	Each	\$

1c	Every 10' (up to 500')	Each	\$
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material ³ / ₈ ' rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, supervision, labor, and delivery, installed complete.		
12a	10' across x 20' high (up to 100')	Linear Feet	\$
12b	10' across x 20' high (up to 300')	Linear Feet	\$
12c	10' across x 20' high (up to 500')	Linear Feet	\$
GROUP XI -TOTAL			\$

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide miscellaneous services.

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

Group XI – EMERGENCY WORK			
In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.			
Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
6	12' high	Linear Feet	\$
GROUP XIII -TOTAL			\$

*Unit cost must include all labor, supervision, transportation, materials, tools, tie straps and other equipment necessary to provide emergency fencing services.

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED					
Item	Description	Annual Estimated Quantity ¹	U / M	Unit Cost	Total (Quantity X Unit Cost)
1	Hourly Rate – Regular	75	Hourly Rate	\$	\$
2	Hourly Rate – Non Regular	500	Hourly Rate	\$	\$
SUB-TOTAL – LABOR					\$
Item	Description	Estimated Annual Cost ¹	% Mark –up (See Appendix D Section 5.1)	Total Cost (Estimated Annual Cost X % Mark - up)	
3	Administrative Mark-up for Parts and Supplies	\$5,000	%	\$	
SUB-TOTAL – PARTS & SUPPLIES					\$
GROUP XII -GRAND TOTAL (ITEMS 1-3)					\$

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ _____ per order, if applicable.

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

APPENDIX F

MIAMI BEACH

Insurance Requirements

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

ATTACHMENT C

CONSULTANTS RESPONSE TO THE (ITB)

APPENDIX A

MIAMI BEACH

Proposal Certification,
Questionnaire &
Requirements Affidavit

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-034-ND	Solicitation Title: Fencing Services	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: Ronald Gibbons Corp	
NO OF YEARS IN BUSINESS: 45	NO OF YEARS IN BUSINESS LOCALLY: 45
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS): None	
19821 NW 2nd Avenue#392	
CITY: Miami Gardens	
STATE: Florida	ZIP CODE: 33169
TELEPHONE NO.: 305-652-5845	
TOLL FREE NO.:	
XXX NO. Email: RMGINC.EST@COMCAST.NET	
FIRM LOCAL ADDRESS: 19821 NW 2nd Avenue#392	
CITY: Miami Gardens	
STATE: Florida	ZIP CODE: 33169
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Ronald Gibbons	
ACCOUNT REP TELEPHONE NO.: 305-652-5845	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: RMGINC.EST@COMCAST.NET	
FEDERAL TAX IDENTIFICATION NO.: 47-2401406	

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

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

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

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

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

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

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

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

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

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

provision of the City of Miami Beach and Miami Dade County.

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

8. ~~Living Wage Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:~~
- ~~1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
 - ~~2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
 - ~~3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

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

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

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

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

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

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

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

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

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

The remainder of this page was left intentionally blank.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

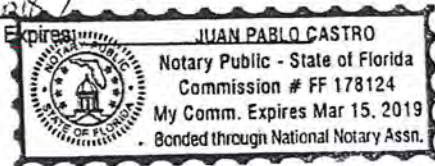
PROPOSER CERTIFICATION

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

Name of Proposer's Authorized Representative: <i>RONALD M. GIBBONS, PRESIDENT</i>	Title of Proposer's Authorized Representative: <i>PRESIDENT</i>
Signature of Proposer's Authorized Representative: <i>[Handwritten Signature]</i>	Date: <i>1-18-18</i>

State of FL)
 County of Brevard)
 On this 18 day of January, 2018 personally
 appeared before me Ronald Gibbons who
 stated that (s)he is the P.O.
 of _____, a corporation, and that the instrument was signed in behalf of
 the said corporation by authority of its board of directors and acknowledged said
 instrument to be its voluntary act and deed. Before me:

Notary Public for the 18 of _____ of _____
 My Commission Expires 12/15/2019



RONALD GIBBONS, CORP

(SINCE 1972)

FENCE CONTRACTORS

LICENSED & INSURED CC#9356

19821 NW 2ND AVE. MIAMI, FL 33169

.WOOD

TEL: (305)652-5845

.CHAIN LINK

.IRON

EMAIL: rmginc.est@comcast.net

.WALLS

.ELECTRICAL GATE OPERATORS

.COMMERCIAL & RESIDENTIAL

.STEEL PICKET. ALUMINUM

.CUSTOM

Please find below list of references:

**1. Project Name: SR(US-1)From MM 108.5 To MM 116 Fencing Miami Dade
Dade & Monroe County**

Project Owner: FDOT

General Contractor: Weekley Asphalt Paving, Inc.

Contact Name: Bob Brinkman, PM

Phone Number: 954-680-8005

Email: bob@weekleyasp.com

Approximate Subcontract Value :\$345,000.00

Description: Black Vinyl Chain Link Fence System

**2. Project Name: Jessie McCrary Elementary School
514 NW 77 Street, Miami FL 33150**

Project Owner: Miami Dade County Public Schools

General Contractor: Link Construction Group, Inc

Contact: Shawn Conn, PM

Phone Number: 305-665-9826

Email: sconn@linkconstructiongroup.net

Approximate Subcontract Value: \$38,000.00

3. Project Name: Various sites

Project Owner: Various Owners

Property Manager:KBT2 Management, LLC
Contact Person: Kristin Bakkedahl, CAM
Phone Number:954-673-7001
Email:kb2mgmt@yahoo.com

RONALD GIBBONS, CORP

(SINCE 1972)

FENCE CONTRACTORS

LICENSED & INSURED CC#9356

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.CUSTOM

TEL:(305)652-5845

EMAIL: rmginc.est@comcast.net

To Whom It May Concern,

**Ronald Gibbons Corp agree to abide by The City of Miami Beach Code Of Ethics
Resolution NO:2000-23879 as adopted on April 12, 2000**

Regards

Ronald M. Gibbons, President

01/18/2018

APPENDIX E

MIAMI BEACH

Cost Proposal Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

APPENDIX E COST PROPOSAL FORM

Failure to submit cost proposal form in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

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

Group I – FURNISH AND INSTALL CHAIN LINK FENCE

GALVANIZED CHAIN LINK FENCE - All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$ 9.00
1b	Over 250'	Linear Feet	\$ 9.00
2	5' high		
2a	Up to 250'	Linear Feet	\$ 9.25
2b	Over 250'	Linear Feet	\$ 9.10
3	6' high		
3a	Up to 250'	Linear Feet	\$ 12.50
3b	Over 250'	Linear Feet	\$ 12.30
4	8' high		
4a	Up to 250'	Linear Feet	\$ 15.70
4b	Over 250'	Linear Feet	\$ 15.95
5	10' high		
5a	Up to 250'	Linear Feet	\$ 19.95
5b	Over 250'	Linear Feet	\$ 18.95
6	12' high		
6a	Up to 250'	Linear Feet	\$ 23.00
6b	Over 250'	Linear Feet	\$ 22.50
CHAIN LINK GATES ALL GALVANIZED – Single leaf gates complete with posts.			
Note: when using double access gate, single gate item will be multiplied by 2 for correct gate size.			
7	4' high x 4' wide	Each	\$ 140.00
8	4' high x 6' wide	Each	\$ 150.00
9	4' high x 8' wide	Each	\$ 160.00
10	5' high x 4' wide	Each	\$ 160.00
11	5' high x 6' wide	Each	\$ 170.00
12	5' high x 8' wide	Each	\$ 180.00
13	6' high x 4' wide	Each	\$ 240.00
14	6' high x 6' wide	Each	\$ 260.00
15	6' high x 8' wide	Each	\$ 280.00

16	6' high x 10' wide	Each	\$ 290.00
17	6' high x 12' wide	Each	\$ 310.00
18	8' high	Linear Feet	\$ 36.00
19	10' high	Linear Feet	\$ 45.00
20	12' high	Linear Feet	\$ 54.00
END/CORNER POST – Schedule 40 pipe galvanized.			
21	4'	Each	\$ 20.00
22	5'	Each	\$ 20.00
23	6'	Each	\$ 75.00
24	7'	Each	\$ 20.00
25	8'	Each	\$ 100.00
26	9'	Each	\$ 10.00
27	10'	Each	\$ 120.00
28	11'	Each	\$ 45.00
29	12'	Each	\$ 120.00
VINYL COATED CHAIN LINK FENCE - All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.			
30	4' high		
30a	Up to 250'	Linear Feet	\$ 10.00
30b	Over 250'	Linear Feet	\$ 10.90
31	5' high		
31a	Up to 250'	Linear Feet	\$ 11.00
31b	Over 250'	Linear Feet	\$ 10.50
32	6' high		
32a	Up to 250'	Linear Feet	\$ 15.00
32b	Over 250'	Linear Feet	\$ 14.30
33	8' high		
33a	Up to 250'	Linear Feet	\$ 19.90
33b	Over 250'	Linear Feet	\$ 19.00
34	10' high		
34a	Up to 250'	Linear Feet	\$ 26.50
34b	Over 250'	Linear Feet	\$ 25.50
35	12' high		
35a	Up to 250'	Linear Feet	\$ 28.50
35b	Over 250'	Linear Feet	\$ 28.00
CHAIN LINK GATES ALL VINYL COATED – Single leaf gate complete with posts.			
36	4' high x 4' wide	Each	\$ 150.00
37	4' high x 6' wide	Each	\$ 170.00
38	4' high x 8' wide	Each	\$ 180.00
39	5' high x 4' wide	Each	\$ 210.00
40	5' high x 6' wide	Each	\$ 220.00
41	5' high x 8' wide	Each	\$ 230.00
42	6' high x 4' wide	Each	\$ 235.00

43	6' high x 6' wide	Each	\$ 200.00
44	6' high x 8' wide	Each	\$ 210.00
45	6' high x 10' wide	Each	\$ 240.00
46	6' high x 12' wide	Each	\$ 260.00
47	8' high	Linear Feet	\$ 70.00
48	10' high	Linear Feet	\$ 80.00
49	12' high	Linear Feet	\$ 88.00
END/CORNER POST – Schedule 40 pipe vinyl coated.			
50	4'	Each	\$ 20.00
51	5'	Each	\$ 20.00
52	6'	Each	\$ 90.00
53	7'	Each	\$ 20.00
54	8'	Each	\$ 115.00
55	9'	Each	\$ 10.00
56	10'	Each	\$ 135.00
57	11'	Each	\$ 40.00
58	12'	Each	\$ 155.00
WIND SCREEN BLUE OR GREEN 75% BLOCK. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.			
59	6' high	Linear Feet	\$ 3.50
60	9' high	Linear Feet	\$ 7.80
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH - Work shall consist of removal and disposal of existing chain-link fence.			
61	Under 250'	Linear Feet	\$ 4.00
62	Over 250'	Linear Feet	\$ 3.00
GROUP I-TOTAL			\$6,567.60

Minimum Order Service Charge for orders less than \$500. \$ 400.00 per order, if applicable.

Group II – FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED			
TEMPORARY CHAIN LINK FENCE GALVANIZED – Using 1 5/8" line post, top #9 gauge tension wire (price to include removal).			
Item	Description	U/M	Unit Cost
1	6' high	Linear Feet	\$ 3.50
2	8' high	Linear Feet	\$ 5.50
TEMPORARY DOUBLE GATES AND SINGLE GATES. To include hardware, posts, and lock hasp.			
3	6'x6' single gate	Each	\$ 80.00
4	6'x20' double gate	Each	\$ 200.00
5	8'x6' single gate	Each	\$ 100.00
6	8'x20' double gate	Each	\$ 300.00
GROUP II-TOTAL			\$ 689.00

Minimum Order Service Charge for orders less than \$500. \$ 400.00 per order, if applicable.

Group III – FURNISH AND INSTALL BOLLARDS			
STATIONARY BOLLARD POSTS – Schedule 40 pipe painted OSHA yellow filled with concrete 4' above ground.			
Item	Description	U/M	Unit Cost
1	24"H x 4" Round	Each	\$ 160.00
2	36"H x 4" Round	Each	\$ 240.00
3	42"H x 4" Round	Each	\$ 280.00
4	24"H x 5" Round	Each	\$ 250.00
5	36"H x 5" Round	Each	\$ 300.00
6	42"H x 5" Round	Each	\$ 325.00
7	24"H x 6" Round	Each	\$ 260.00
8	36"H x 6" Round	Each	\$ 312.00
9	42"H x 6" Round	Each	\$ 338.00
REMOVABLE BOLLARD WITH BOTTOM SLEEVE. Schedule 40 pipe			
10	24"H x 4" Round	Each	\$ 320.00
11	36"H x 4" Round	Each	\$ 480.00
12	42"H x 4" Round	Each	\$ 560.00
13	24"H x 5" Round	Each	\$ 500.00
14	36"H x 5" Round	Each	\$ 600.00
15	42"H x 5" Round	Each	\$ 650.00
16	24"H x 6" Round	Each	\$ 520.00
17	36"H x 6" Round	Each	\$ 624.00
18	42"H x 6" Round	Each	\$ 676.00
GROUP III-TOTAL			\$ 7,395.00

Minimum Order Service Charge for orders less than \$500. \$ 480.00 per order, if applicable.

Group IV – CORE DRILLING UP TO 12" THICK SLAB			
Item	Description	U/M	Unit Cost*
1	2" Hole	Each	\$ 10.00
2	3" Hole	Each	\$ 12.00
3	4" Hole	Each	\$ 14.00
4	6" Hole	Each	\$ 20.00
5	8" Hole	Each	\$ 45.00
GROUP IV-TOTAL			\$ 101.00

*Unit cost must include all labor, transportation, materials, tools, and equipment necessary to provide core drilling services.

Minimum Order Service Charge for orders less than \$500. \$ 500.00 per order, if applicable.

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Group V – MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL

Item	Description	Annual Estimated Quantity ¹	U/M	Unit Cost*
1	Hour Rate – Regular (per Individual)	100	Hourly Rate	\$ 40.00
2	Hour Rate – Non Regular (per Individual)	100	Hourly Rate	\$ 50.00
GROUP V-TOTAL				\$ 90.00

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide welding services.

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ 420.00 per order, if applicable.

Group VI – FURNISH AND INSTALL PICKET FENCE

ALUMINUM PICKET FENCE – With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$ 28.00
1b	Over 250'	Linear Feet	\$ 25.00
2	5' high		
2a	Up to 250'	Linear Feet	\$ 32.00
2b	Over 250'	Linear Feet	\$ 28.50
3	6' high		
3a	Up to 250'	Linear Feet	\$ 39.50
3b	Over 250'	Linear Feet	\$ 39.00
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$ 2.00
ALUMINUM SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
5	4' high	Linear Feet	\$ 45.00
6	5' high	Linear Feet	\$ 45.00
7	6' high	Linear Feet	\$ 61.00
8	8' high	Linear Feet	\$ 74.00
9	10' high	Linear Feet	\$ 93.00
GALVANIZED PICKET FENCE – With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.			
10	4' high		
10a	Up to 250'	Linear Feet	\$ 25.00
10b	Over 250'	Linear Feet	\$ 24.00
11	5' high		
11a	Up to 250'	Linear Feet	\$ 27.00
11b	Over 250'	Linear Feet	\$ 26.50
12	6' high		
12a	Up to 250'	Linear Feet	\$ 48.00
12b	Over 250'	Linear Feet	\$ 46.00

13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$ 2.00
GALVANIZED SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
14	4' high	Linear Feet	\$ 40.00
15	5' high	Linear Feet	\$ 45.00
16	6' high	Linear Feet	\$ 72.00
17	8' high	Linear Feet	\$ 80.00
18	10' high	Linear Feet	\$ 90.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing picket fence.			
19	Under 250'	Linear Feet	\$ 3.00
20	Over 250'	Linear Feet	\$ 3.00
GROUP VI - TOTAL			\$ 1,043.50

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group VII – FURNISH AND INSTALL WOOD FENCE			
All materials pressure treated yellow pine #2 grade nailed with rink shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6" dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 100'	Linear Feet	\$ 8.00
1b	Up to 200'	Linear Feet	\$ 7.00
1c	Over 200'	Linear Feet	\$ 6.00
2	6' high		
2a	Up to 100'	Linear Feet	\$ 19.00
2b	Up to 200'	Linear Feet	\$ 17.00
2c	Over 200'	Linear Feet	\$ 16.00
3	Additional cost for board to board or shadow box model	Linear Feet	\$ 2.00
SINGLE OR DOUBLE GATES – With strap hinge and standard lock hasp.			
4	4' high	Linear Feet	\$ 20.00
5	6' high	Linear Feet	\$ 30.00
6	Additional cost for board to board or shadow box model	Linear Feet	\$ 2.00
7	10' high	Linear Feet	\$ 35.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing wood fence.			
8	Under 250'	Linear Feet	\$ 5.00
9	Over 250'	Linear Feet	\$ 4.00
GROUP VII - TOTAL			\$ 171.00

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group VIII – FURNISH AND INSTALL SAND FENCE

Slats shall be constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), slats shall be spaced 2 1/4" apart plus or minus 1/4", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

Item	Description	U/M	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)		
1a	Up to 100	Roll	\$ 80.00
1b	Over 100	Roll	\$ 76.00
Sand fence installed onto 4"x4"x8' pressure treated woods posts			
2	Up to 5,000'	Linear Feet	\$ 7.00
3	Over 5,000'	Linear Feet	\$ 6.75
GROUP VIII -TOTAL			\$ 169.75

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group IX – FURNISH AND INSTALL PLASTIC FENCE

Fencing constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Item	Description	U/M	Unit Cost
1	4' high	Linear Feet	\$ 7.05
2	5' high	Linear Feet	\$ 8.82
3	6' high	Linear Feet	\$ 10.60
4	8' high	Linear Feet	\$ 17.90
5	10' high	Linear Feet	\$ 22.40
GROUP IX-TOTAL			\$ 66.77

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group X – MISCELLANEOUS WORK

Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$ 6.00
2	5' high	Linear Feet	\$ 7.00
3	6' high	Linear Feet	\$ 8.00
4	8' high	Linear Feet	\$ 9.00
5	10' high	Linear Feet	\$ 11.00
Pressure wash and spray paint existing aluminum or galvanized picket fences.			
6	4' high	Linear Feet	\$ 5.75
7	5' high	Linear Feet	\$ 6.75
8	6' high	Linear Feet	\$ 7.75
9	8' high	Linear Feet	\$ 8.75
10	10' high	Linear Feet	\$ 10.75
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.		
11a	Every 10' (up to 100')	Each	\$ 290.00
11b	Every 10' (up to 300')	Each	\$ 285.00

1c	Every 10' (up to 500')	Each	\$ 280.00
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8' rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, supervision, labor, and delivery, installed complete.		
12a	10' across x 20' high (up to 100')	Linear Feet	\$ 115.00
12b	10' across x 20' high (up to 300')	Linear Feet	\$ 110.00
12c	10' across x 20' high (up to 500')	Linear Feet	\$ 105.00
GROUP XI -TOTAL			\$ 1,265.75

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide miscellaneous services.

Minimum Order Service Charge for orders less than \$500. \$ 850.00 per order, if applicable.

Group XI - EMERGENCY WORK			
In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.			
Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$ 1.50
2	5' high	Linear Feet	\$ 1.50
3	6' high	Linear Feet	\$ 2.50
4	8' high	Linear Feet	\$ 3.50
5	10' high	Linear Feet	\$ 4.50
6	12' high	Linear Feet	\$ 6.00
GROUP XIII -TOTAL			\$ 19.50

*Unit cost must include all labor, supervision, transportation, materials, tools, tie straps and other equipment necessary to provide emergency fencing services.

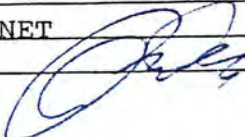
Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED					
Item	Description	Annual Estimated Quantity ¹	U / M	Unit Cost	Total (Quantity X Unit Cost)
1	Hourly Rate – Regular	75	Hourly Rate	\$ 60	\$ 4,500.00
2	Hourly Rate – Non Regular	500	Hourly Rate	\$ 80.00	\$ 40,000.00
SUB-TOTAL – LABOR					\$ 44,500.00
Item	Description	Estimated Annual Cost ¹	% Mark -up (See Appendix D Section 5.1)	Total Cost (Estimated Annual Cost X % Mark - up)	
3	Administrative Mark-up for Parts and Supplies	\$5,000	25 %	\$ 1,250.00	
SUB-TOTAL – PARTS & SUPPLIES					\$ 6,250.00
GROUP XII -GRAND TOTAL (ITEMS 1-3)					\$ 50,750.00

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Bidder's Affirmation	
Company:	Ronald Gibbons Corp.
Authorized Representative:	Ronald Gibbons, <i>PROSTOENT</i>
Address:	19821 NW 2nd Avenue #392, Miami Gardens, FL 33169
Telephone:	305-652-5845
Email:	RMGINC.EST@COMCAST.NET
Authorized Representative's Signature:	



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Detail by FEI/EIN Number

Florida Profit Corporation
RONALD GIBBONS CORP.

Filing Information

Document Number	P14000090644
FEI/EIN Number	47-2401406
Date Filed	11/03/2014
State	FL
Status	ACTIVE

Principal Address

19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Changed: 04/25/2016

Mailing Address

19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Changed: 04/25/2016

Registered Agent Name & Address

GIBBONS, RONALD M
19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Address Changed: 04/25/2016

Officer/Director Detail

Name & Address

Title President

GIBBONS, RONALD M
19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Annual Reports

Report Year	Filed Date
2015	03/31/2015
2016	04/25/2016
2017	04/25/2017

Document Images

04/25/2017 - ANNUAL REPORT	View image in PDF format
04/25/2016 - ANNUAL REPORT	View image in PDF format
03/31/2015 - ANNUAL REPORT	View image in PDF format
11/03/2014 - Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

ATTACHMENT D

INSURANCE REQUIREMENTS

APPENDIX F

MIAMI BEACH

Insurance Requirements

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- 4. Excess Liability - \$_____ .00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- 6. Other Insurance as indicated:
 - Builders Risk completed value \$_____ .00
 - Liquor Liability \$_____ .00
 - Fire Legal Liability \$_____ .00
 - Protection and Indemnity \$_____ .00
 - Employee Dishonesty Bond \$_____ .00
 - Other \$_____ .00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

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