



## *City of Miami Gardens* INVITATION TO BID

The City of Miami Gardens acting as lead City for the South East Florida Governmental Purchasing Co-Operative Group is requesting sealed bids from qualified vendor(s) for spot market purchases of ready mixed concrete.

### BID SUBMISSION

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167<sup>th</sup> Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167<sup>th</sup> Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday, July 28, 2011** at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

### **“ITB# 10-11-064– FURNISH & DELIVER READY MIXED CONCRETE”**

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll free 1-800-711-1712 and request Document #10-11-064 or may be found on the City’s web site at [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov). Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the bid package may be incomplete. All addendums will be posted and disseminated by DemandStar.

### FOR INFORMATION

For information on this Invitation to Bid, contact the Procurement Department, (305) 622-8000.

### ACCEPTANCE AND REJECTIONS

The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Consultant offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City’s competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Manager makes a written communications concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.



**TO OUR PROSPECTIVE CONTRACTORS:**

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the “lead agency”. All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor’s name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

**“WORKING TOGETHER TO REDUCE COSTS”**

**SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE**

**FURNISH & DELIVER READY MIXED CONCRETE**  
**ITB# 10-11-064**  
**July 28, 2011**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the Bid to be considered for award. All Bids are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Bid Form.

The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title to the Procurement Department, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg 5 Suite 200, if by mail, and Bldg 7, Suite 440, if in person, Miami Gardens, Florida 33169 until 2:00 p.m., local time on date due.

**1.2 EXECUTION OF BID:**

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted to the City.

**1.3 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid 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). Bidders are to list discounts to be given the City for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed 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). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

**1.3.1 TAXES:**

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

**1.3.2 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.

**1.3.3 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.

**1.3.4 BID'S CONDITIONS:**

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City of Miami Gardens, Florida.

**1.4 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

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.

Bidder shall indicate on the Bid form the manufacturers' name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

**1.5 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

**1.6 SAMPLES:**

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 bidder's name. Failure of 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, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, if by mail and Bldg 7, Suite 440 if in person, Miami Gardens, Florida 33169.

**1.7 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, Monday through Friday, excluding holidays.

**1.8 INTERPRETATIONS:**

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Manager, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 474-1285.

**1.9 AWARDS:**

The City of Miami Gardens reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. All awards made as a result of this Bid shall conform to applicable Florida Statutes.

No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to the City upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the City or who has failed to perform faithfully any previous contract with the City.

**1.10 BID OPENING:**

Bids shall be opened and publicly read in the Council Chamber, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened.

**1.11 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be 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 result from negligence by the City. If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.12 PAYMENT:**

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

**1.13 DISPUTES:**

Any actual or prospective Bidder, Proposer, Offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131 in order to resolve disputed matters or complaints.

The Procurement Manager shall post a tabulation of the Bid results with intended award recommendations. Posting shall be in the front office of City Hall or on the City's web site for public viewing.

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the bid proposal within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award

whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check in the amount of \$500.00 representing the filing fee, plus a cost bond in the amount of \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

**1.14 LEGAL REQUIREMENTS:**

Federal, State, county and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

The individual executing this proposal on behalf of the Company warrant to the City that the Company is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

**1.15 INDEMNIFICATION:**

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the City and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any willful and wanton or negligent or gross negligent acts or omission of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against the City or any of their consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers or workman's compensation acts, disability benefit acts or other employee benefit acts.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

The official title of the City is "City of Miami Gardens". This official title shall be used in all insurance, or other legal documentation. City of Miami Gardens is to be included as "Additional Insured" with respect to liability arising out of operations performed for City of Miami Gardens by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

**1.16 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the City of Miami Gardens, Florida and its employees 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 Gardens, 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.

**1.17 OSHA:**

The bidder warrants that the product and services supplied to the City of Miami Gardens, Florida 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 considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.17A SAFETY PRECAUTIONS:**

The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.

**1.18 SPECIAL CONDITIONS:**

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

**1.19 ANTI-DISCRIMINATION:**

The bidder certifies 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.

**1.20 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.

**1.21 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Gardens property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Miami-Dade County and City of Miami Gardens building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.

**1.22 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:**

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

**1.23 DEFAULT/FAILURE TO PERFORM:**

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful bidder to meet any terms of this agreement, the City will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D) Neglecting or refusing to remove materials or perform new work where prior work has been rejected as non conforming with the terms of the contract.
- E) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- F) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

**1.24 CANCELLATION:**

The City of Miami Gardens reserves the right to cancel this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

- A) The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to the City. In the event the contractor is found to be in default,

the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.

- B) The City has determined that such cancellation will be in the best interest of the City to cancel the contract for its own convenience.
- C) Funds are not available to cover the cost of the services. The City's obligation is contingent upon the availability of appropriate funds.

**1.25 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers; work order number and/or quotation number, if applicable; details of service(s) performed including service date, brief description, and shall be submitted in DUPLICATE to Accounts Payable, City of Miami Gardens, 1515 N W 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169.

**1.26 SUBSTITUTIONS:**

The City of Miami Gardens, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.27 FACILITIES:**

The City reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.28 BID TABULATIONS:**

Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid.

**1.29 APPLICABLE LAW AND VENUE:**

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful bidder and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

**1.30 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Invitation for Bid is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Gardens Procurement Manager at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Gardens Procurement Manager. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum will be sent to each Bidder receiving the Invitation for Bid. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

**1.31 CONTRACT:**

A) A contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for Bid, is most advantageous to the City of Miami

Gardens. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described herein.

B) The City shall award a contract to a Bidder through action taken by the City Council or the City Manager of the City of Miami Gardens, Florida.

C) The General Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively and integral part of the contract between the City of Miami Gardens and the successful Bidder.

D) While the City of Miami Gardens may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Procurement Manager, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

E) The City reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.

F) The City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded, in regard to this Bid.

G) The Bidder agrees and understands that the contract may not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.32 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Gardens, which consent may be withheld.

**1.33 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**1.34 OPTIONAL CONTRACT USAGE:**

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract. Contractors shall sell these commodities or services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option or as otherwise provided by law.

**1.35 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this Bid from the selected bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**1.36 WARRANTIES OF USAGE:**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**1.37 PUBLIC ENTITY CRIMES:**

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.38 CODE OF ETHICS:**

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk.

**1.39 NON-COLLUSION:**

By submitting this bid, Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

**1.40 PROHIBITION OF INTEREST:**

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

**1.41 FLORIDA PUBLIC RECORDS ACT:**

All material submitted regarding this bid becomes the property of the City. Bids may be reviewed by any person ten (10) days after the public opening. Bidders should take

special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

**1.42 UNBALANCED BIDS:**

When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing, such bid may be rejected

**1.43 TIED BIDS:**

In the event of an identical tied bid or proposal, preference will be given to local vendors. If none of the vendors are local, preference will be given to a vendor with a Drug-Free Workplace Program in accordance with Section 287.087, Florida Statutes.

**1.44 LOCAL PREFERENCE:**

In accordance with the City of Miami Gardens Code of Ordinances Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local business is the highest ranked proposer, and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business.

**1.45 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS:**

In accordance with the City of Miami Gardens Code of Ordinance regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page [www.miamigardens-fl.gov](http://www.miamigardens-fl.gov).

**1.46 DRUG FREE WORKPLACE AFFIDAVIT:**

Pursuant to Section 893.02(4), Florida Statutes, each bidder shall complete the form on Drug Free Workplace Affidavit and submit same with any bid response.

**1.47 MINORITY BUSINESSES:**

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation.

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBE's that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;

- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation of minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

**FURNISH & DELIVER READY MIXED CONCRETE**  
**ITB# 10-110-64**  
**July 28, 2011**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The City of Miami Gardens, acting as lead City for the Southeast Florida Governmental Purchasing Co-operative Group (Co-op), is actively seeking bids from qualified contractors to furnish and deliver Ready Mix Concrete to the City of Miami Gardens, and the Co-op in full accordance with the specifications, terms and conditions herewith from a source(s) that will give prompt efficient service.

**2.2 METHOD OF AWARD:**

Award of this contract will be made to all responsive, responsible bidders, who meet the minimum qualifications set forth in this solicitation.

- Bidders must provide proof they have been engaged in the concrete business for a minimum of 1 year, within the last 3 years.
- Bidders must have a dedicated phone and fax line, as well as on-line capabilities to receive request for quotations.
- Bidder's office must be staffed with a qualified person to answer questions and inquiries.
- Bidder's office and plant should be located in the South Florida area in at least one of the following counties: Miami-Dade, Broward, Monroe, or Palm Beach.

These bidders shall be pre-qualified to participate in subsequent spot market purchases as required by the City. When such spot market purchases are initiated, the pre-qualified bidders shall be invited to offer a fixed price for a ninety (90) calendar day purchasing period. Purchasing periods may be extended for as long as the awarded bidder(s) can hold a fixed price, if in the best interests of the City and the Co-op. The bidder offering the lowest fixed price shall be awarded the specific purchasing period.

**Spot market awards will be made in the aggregate by zone. Bidders must bid on all items/ services within a zone to be considered for award for that zone, exclusive of the options. See zone map located in the technical specifications section of this solicitation.**

Transit time from the concrete manufacturing plant may be considered during bid evaluation. All bidders shall furnish the address of their manufacturing plant in their proposal.

It shall be the sole prerogative of the City as to the number of bidders who will be initially included under this contract. During the term of the contract, the City reserves the right to add or delete bidders as it deems in its best interests. If the City elects to add bidders, they must meet the same minimum qualifications established for the original competition.

**2.4 PAYMENT:**

Payment will be made upon receipt and acceptance of each order but not more than

every thirty days. No down or partial down payments will be made. All proposed prices must be F.O.B., destination, freight prepaid, with delivery/unloading to the location specified at the time of order.

Bidder shall submit a lump sum price inclusive of all labor, parts/supplies needed described herein and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete, and to leave the site in first class condition.

**PURCHASING CARD PROGRAM:**

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, respondents must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Bid Form

**2.5 ADDITIONS/DELETIONS OF FACILITIES:**

The City of Miami Gardens reserves the right to add/delete to/from any portion of this contract at the agreed price.

**2.6 PRICES SHALL BE FIXED AND FIRM:**

The prices proposed on the Proposal Form shall remain fixed and firm during the specified spot market purchasing period.

**2.7 TERM OF CONTRACT:**

This contract shall commence on the first calendar day of the month succeeding approval as stipulated in the Notice of Award Letter. The contract shall expire on the last day of the 24<sup>th</sup> month.

**2.8 DELIVERY:**

The City will typically notify the bidder at least 24 hours in advance of the required deliveries, time and place will be agreed upon at time of order.

Vendor shall notify the City of any delays for deliveries lasting more than thirty (30) minutes.

On occasions where the original requested amount proves insufficient to complete a job, the City will request an additional delivery at a specified interval. This second delivery shall be made no later than three (3) hours after the first delivery, or no later than 2:00 p.m., whichever comes first.

Pouring time is estimated between five (5) minutes per cubic yard to ten (10) minutes per cubic yard, depending on job conditions.

**2.9 PROPERTY DAMAGE:**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

**2.10 LAWS, PERMITS AND REGULATIONS:**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.

**2.11 AGREEMENT:**

This agreement shall be construed in accordance with the laws of the State of Florida.

Should any dispute arise from this document and agreement, venue shall be in Miami-Dade or Broward County, Florida, depending on the location of the using agency.

Should any dispute arise from this Agreement and the City is the prevailing party Vendor agrees to pay the City all reasonable attorney fees and court costs.

This Agreement is binding upon the parties hereto, their successors and assigns.

This Agreement may not be assigned by Vendor without the City's prior written consent of the same.

The City's terms and conditions of its Purchase Order shall control the terms to the extent of any conflict herein.

**2.12 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 these specifications 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.

**2.13 INSURANCE:**

**Bidders must submit with their proposal**, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

2.10.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000

The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.

2.10.2 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations

2.10.3 Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles - \$1,000,000 combined single limit

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Miami Gardens as additional insured on general and automobile liability insurance.

**2.14 HOURS:**

Hours of work will be performed Monday through Friday from 7:30 a.m. to 4:00 p.m. excluding Holidays.

**2.15 EMPLOYEES:**

All employees of the contractor shall be considered to be at all times the sole employees of the contractor, under the contractor's sole direction, and not an employee or agent of

the City. The contractor shall supply competent and physically capable employees and the City may require the contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

**2.16 PURCHASE OF OTHER ITEMS OR SERVICES:**

While the City has listed all major items/ services within this solicitation which are utilized in conjunction with their operations, there may be similar items/ services that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the pre-qualified vendors to obtain prices. The City reserves the right to award these similar items/ services to a contract vendor, another contract vendor based on the lowest price, or to acquire the items/ services through separate solicitation.

**2.17 CONTACT PERSON:**

For any additional information regarding the specifications and requirement of this proposal, contact: William Garviso, fax: (305) 474-1285, e-mail: [wgarviso@miamigardens-fl.gov](mailto:wgarviso@miamigardens-fl.gov) .

**2.18 BID CLARIFICATION:**

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167<sup>th</sup> Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: [wgarviso@miamigardens-fl.gov](mailto:wgarviso@miamigardens-fl.gov) The proposal title/number shall be referenced on all correspondence. All questions must be received no later than seven (7) calendar days before the due date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**2.19 PARTICIPATING AGENCIES:**

Each participating governmental City will be responsible for issuing its own Purchase Obligations/ Task Orders. Each City will require separate billings, be responsible for payment to the awarded contractor and issue its own tax exemption certificates as required by the contractor. Invoicing instructions, site locations, and bonding requirements, if applicable, will be in accordance with the respective City's requirements.

Any reference in this document to a single City will be understood as referring to all participating agencies referenced in this bid.

Municipalities and other governmental agencies which are not members of the Southeast Florida Governmental Co-operative Purchasing Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Co-Op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead City. New Co-Op members may participate in any contract, on acceptance and approval of the lead City.

Name & Address	Contact	Phone
City of Miami Gardens 1515 NW 167 <sup>th</sup> Street, Ste 200 Miami Gardens, Florida 33169	Pam Thompson	(305) 622-8000
City of Tamarac 7525 NW 88 <sup>th</sup> Avenue	Keith Glatz	(954) 597-3570

Tamarac, Florida 33321		
Town of Davie 6591 Orange Drive Davie, Florida 33314	Steve L. Rodgers II	(954) 797-1006
City of Margate 5790 Margate Boulevard Margate, Florida 33063	Spencer Shambray	(954) 972-6454
City of Hollywood 2600 Hollywood Blvd. Rm. 303 Hollywood, Florida 33020	Carlos Aguilera	(954) 967-4230 #8604
City of Deerfield Beach 401 SW 4 <sup>th</sup> Street Deerfield Beach, Florida 33441	Paul Collette	(954) 480-4418
City of Coconut Creek 4800 W. Copans Road Coconut Creek, FL 33063	David Santucci	(954) 956-1584
City of Lauderhill 5581 W. Oakland Park Blvd. Lauderhill, FL 33313	Kentrea White	(954) 777-2051
City of North Miami Beach 2101 NE 159 Street North Miami Beach, FL	Alicia Lafarga	(305) 948-2985

**FURNISH & DELIVER READY MIXED CONCRETE**  
**ITB# 10-11-064**  
**July 28, 2011**

**3.0 TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK:**

Furnish and deliver ready mix concrete to various locations within the City and Co-op, on an as-needed, when-needed basis.

**3.2 CONCRETE:**

All concrete to be furnished must meet the South Florida Building Code requirements and all required densities. Wet batches of concrete shall not be hauled for more than sixty (60) minutes except when a retardant admixture is required by the City. An additional period of thirty (30) minutes will then be permitted. Partially hardened or re-tempered concrete shall be unacceptable.

Concrete mix manufacturer plant must be within 60 minutes from participating agency's delivery point(s) to be considered for award for that zone.

<b>Pump Mix Concrete</b>	<b>Strength – PSI 3000 or equal</b>
<b>Ready Mix Concrete Coarse Aggregate</b>	<b>Strength – PSI 2500 or equal</b>
<b>Ready Mix Concrete Fine Aggregate</b>	<b>Strength – PSI 3000 or equal</b>
<b>Ready Mix Concrete Coarse Aggregate</b>	<b>Strength -- PSI 3000 or equal</b>
<b>Quick Drying Concrete 80lbs Bags</b>	<b>“Quickrete” or equal</b>

Class of concrete is designated by numbers corresponding to the specified 28 days compressive strength in pounds per square inch.

**3.3 DELIVERY/ FEES:**

All prices shall be F.O.B. destination/delivered to the job location for each order, which shall be within the limits of the ordering City. Prices bid per cubic yard are to include all per yard charges, including cost of product and transportation.

The City will not pay for any “fuel surcharges.”

If the bidder charges an “environmental fee” in addition to other charges, this fee must be identified in their bid proposal. Fee must be clearly stated as applying per yard or per load. For bid tabulation purposes, fees stated per load will be evaluated as applying to a ten (10) cubic yard load. The overall cost to the City will be calculated to include all environmental fee charges applicable, and for this calculation, the City will assume orders placed are full loads.

Bidder must state charges for the following in their proposal. These charges will not be used in determining bid award, but will be paid to the awarded bidder, if and when applicable. Charges must be firm for the entire purchasing period.

- a. Diversion Charge
- b. Short Load Charge
- c. Holding Time Charge (after 30 minutes) The City will not pay for wait time less than 30 minutes.

**3.4 PUMPING SERVICES:**

Vendors may offer pumping services as follows when requested. Providing two inch (2") concrete pumps, complete with hoses and nozzles, accessories, fuel and labor consisting of two (2) person crew, one (1) skilled pump operator and one (1) concrete hose handler for each pump, ready and able to work upon arrival at designated job sites.

Vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance.

**3.5 DEFENITIONS:**

**Ready mixed concrete-** Concrete mixed at a plant or in trucks en route to a job and delivered ready for placement.

**Pump mix-** Special concrete that will be used in a concrete pump. Generally, the mix has smaller rock aggregate than regular mix.

**Concrete-** The mixture of Portland cement, sand, gravel, and water, used to make garage and basement floors, sidewalks, patios, foundation walls, etc. It is commonly reinforced with steel rods (rebar) or wire screening (mesh).

**3.6 ZONE DESCRIPTIONS:**

Zone 1

North as far as the Palm Beach County Line, South as far as Commercial Boulevard, West as far as the Sawgrass Expressway, and East as far as the Florida Turnpike.

Zone 2

North as far as the Palm Beach County Line, South as far as Commercial Boulevard, East as far as A1A, and West as far as the Florida Turnpike.

Zone 3

North as far as Commercial Boulevard, South as far as Griffin Road, East as far as the Florida Turnpike, and West as far as State Road 27.

Zone 4

North as far as Commercial Boulevard, South as far as Griffin Road, East as far as A1A, and West as far as the Florida Turnpike.

Zone 5

North as far as Griffin Road, South as far as the County Line Road, East as far as the Florida Turnpike, and West as far as State Road 27.

Zone 6

North as far as Griffin Road, South as far as the County Line Road, East as far as A1A, and West as far as the Florida Turnpike.

Zone 7

North as far as the County Line Road, South as far as North Prospect Dr. in Coconut Grove, East as far as Biscayne Bay including Virginia Key and Watson Island, and West as far as the Palmetto Expressway.



**3.7 BID CHECK LIST**

- YES\_\_\_ NO\_\_\_ 1. Copy of appropriate License and Permits
- YES\_\_\_ NO\_\_\_ 2. Proof of ability to obtain insurance
- YES\_\_\_ NO\_\_\_ 3. Bid Submittal Price
- YES\_\_\_ NO\_\_\_ 4. Bid signed by authorized representative
- YES\_\_\_ NO\_\_\_ 5. Vendor Representative Contact information
- YES\_\_\_ NO\_\_\_ 6. Bid prepared in duplicate
- YES\_\_\_ NO\_\_\_ 7. Business Tax Receipt
- YES\_\_\_ NO\_\_\_ 8. Accept VISA Credit Card for payment
- YES\_\_\_ NO\_\_\_ 9. References listed
- YES\_\_\_ NO\_\_\_ 10. MBE Certified
- YES\_\_\_ NO\_\_\_ 11. Hiring Local Residents Affidavit

**The blank spaces in the Bid submittal form must be filled in, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form. A vendor must bid on complete sections of this bid. Sections will not be subdivided for award. Any bid containing a “NO BID” in any portion of a section will not be considered for that section award.**

## BID SUBMITTAL

Submit Proposal to:

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> Street  
Mail to: Bldg. 5 Suite 200  
Deliver to: Bldg. 7 suite 440  
Miami Gardens, Florida 33169**

**BID #10-11-064  
Title: Furnish and Deliver  
Ready Mix Concrete  
July 28, 2011**

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(Vendor)

agrees to supply labor, equipment, supplies required to furnish and deliver Ready Mix Concrete as defined in this Bid in accordance with the requirements of the Specifications, Drawing and Bid Documents.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Drawing, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the services called for by the Specifications, Drawing and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the City for the unit Bid price stated in the spaces herein provided.

The undersigned agrees the right of the City to hold all Bids and Bid guarantees for a period not to exceed ninety (90) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies.

Upon award of this Bid the City and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Bid Documents.

The Contractor, by signing the Bid Submittal pages, acknowledges and agrees to abide by all the terms, conditions and specifications contained in this Bid Document. If this bid is accepted, the undersigned bidder agrees to enter into and execute the contract and accept the bid rates as full compensation Ready Mix Concrete deliveries performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide Ready Mix Concrete shall be included in this price.

**SERVICE REQUIREMENTS OF THE CONTRACT VENDOR:**

Vendor shall insure adequate personnel and equipment to provide specified levels of service. YES  NO

Vendor shall work with City of Miami Gardens personnel to insure satisfactory service. YES  NO

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**Authorized Signature (Manual)**

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**Authorized Signature (Printed)**

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**Date**

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**Corporate Seal**

**Submit Proposal to:**

**CITY OF MIAMI GARDENS  
PROCUREMENT DEPARTMENT  
1515 N W 167<sup>th</sup> Street  
Mail to: Bldg. 5 Suite 200  
Deliver to: Bldg. 7 suite 440  
Miami Gardens, Florida 33169**

**BID #10-11-064  
Title: Furnish and Deliver  
Ready Mix Concrete  
July 28, 2011**

**To be opened and publicly read, Thursday, July 28, 2011 at 2:00 P.M. in Council Chambers.**

**Vendor Name: Terms: Proposer see Paragraph 1.2**

**Vendor Mailing Address: F.E.I.D. No:**

**City, State, Zip Code: Cashier's Check/Proposal Bond is  
attached, when required, in the  
amount of \$ \_\_\_\_\_ N/A \_\_\_\_\_**

**Telephone :( ) Fax:( ) Toll Free: (800)**

**Proposal Contact Person (Please print clearly):**

=====  
**The Proposer declares that there has been an examination of the specifications of the work and is informed fully in regard to all conditions pertaining to the scope of services to be provided in accordance with the proposal documents.**

**All costs for materials, equipment, labor, supervision etc. required to complete the project(s) shall be included in this price.**

**ZONE 1**

**ESTIMATED**

**ANNUAL QTY DESCRIPTION**

**CONCRETE – DELIVERED**

<b>85Yards</b>	<b>Pump Mix Concrete</b> Strength – PSI 3000 or equal \$ _____ Cu. Yd. "Environmental Fee" per cubic yard \$ _____ Or per load \$ _____
<b>110 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 2500 or equal \$ _____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$ _____ Or per load \$ _____
<b>252 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 3000 or equal \$ _____ Cu. Yd. <b>Fine Aggregate</b> "Environmental Fee" per cubic yard \$ _____ Or per load \$ _____
<b>112 Yards</b>	<b>Ready Mix Concrete</b> Strength -- PSI 3000 or equal \$ _____ Cu. Yd.

**Coarse Aggregate**

"Environmental Fee" per cubic yard \$ \_\_\_\_\_ Or per load \$ \_\_\_\_\_

**TOTAL**

\$ \_\_\_\_\_

**Option:**

**220 Bags Quick Drying Concrete \$ \_\_\_\_\_ Per Bag \$ \_\_\_\_\_**

Minimum ordering amount (over short load) \$ \_\_\_\_\_

Short Load Charge \$ \_\_\_\_\_

Diversion Charge \$ \_\_\_\_\_

Pumping Services \$ \_\_\_\_\_ Hourly

Holding time charge \$ \_\_\_\_\_ Hourly

Holding time charge will apply after 30 minutes. The City will not pay for wait time less than 30 minutes.

Location of Manufacturing Plant from which concrete will originate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I

**ZONE 2**

**ESTIMATED**

**ANNUAL QTY DESCRIPTION**

**CONCRETE – DELIVERED**

<b>0 Yards</b>	<b>Pump Mix Concrete</b> Strength – PSI 3000 or equal \$_____ Cu. Yd. "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>300 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 2500 or equal \$_____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>0 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 3000 or equal \$_____ Cu. Yd. <b>Fine Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>0 Yards</b>	<b>Ready Mix Concrete</b> Strength -- PSI 3000 or equal \$_____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>TOTAL</b>	
<b>\$_____</b>	

**Option:**  
**25 Bags**      **Quick Drying Concrete**    \$\_\_\_\_\_ **Per Bag**    \$\_\_\_\_\_

Minimum ordering amount (over short load) \$\_\_\_\_\_

Short Load Charge    \$\_\_\_\_\_

Diversion Charge    \$\_\_\_\_\_

Pumping Services    \$\_\_\_\_\_ Hourly

Holding time charge    \$\_\_\_\_\_ Hourly

Holding time charge will apply after 30 minutes. The City will not pay for wait time less than 30 minutes.

Location of Manufacturing Plant from which concrete will originate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I



**ZONE 4**

**ESTIMATED**

**ANNUAL QTY DESCRIPTION**

**CONCRETE – DELIVERED**

**0 Yards Pump Mix Concrete Strength – PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength – PSI 2500 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Coarse Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength – PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Fine Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength -- PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Coarse Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**TOTAL** \$\_\_\_\_\_

**Option:**  
**0 Bags Quick Drying Concrete \$\_\_\_\_\_ Per Bag \$\_\_\_\_\_**

Minimum ordering amount (over short load) \$\_\_\_\_\_

Short Load Charge \$\_\_\_\_\_

Diversion Charge \$\_\_\_\_\_

Pumping Services \$\_\_\_\_\_ Hourly

Holding time charge \$\_\_\_\_\_ Hourly

Holding time charge will apply after 30 minutes. The City will not pay for wait time less than 30 minutes.

Location of Manufacturing Plant from which concrete will originate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I

**ZONE 5**

**ESTIMATED**

**ANNUAL QTY DESCRIPTION**

**CONCRETE – DELIVERED**

**0 Yards Pump Mix Concrete Strength – PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength – PSI 2500 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Coarse Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength – PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Fine Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**0 Yards Ready Mix Concrete Strength -- PSI 3000 or equal \$\_\_\_\_\_ Cu. Yd.**  
**Coarse Aggregate**  
"Environmental Fee" per cubic yard \$\_\_\_\_\_ Or per load \$\_\_\_\_\_

**TOTAL** **\$\_\_\_\_\_**

**Option:**  
**300 Bags Quick Drying Concrete \$\_\_\_\_\_ Per Bag \$\_\_\_\_\_**

Minimum ordering amount (over short load) \$\_\_\_\_\_

Short Load Charge \$\_\_\_\_\_

Diversion Charge \$\_\_\_\_\_

Pumping Services \$\_\_\_\_\_ Hourly

Holding time charge \$\_\_\_\_\_ Hourly

Holding time charge will apply after 30 minutes. The City will not pay for wait time less than 30 minutes.

Location of Manufacturing Plant from which concrete will originate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I

**ZONE 6**

**ESTIMATED**

**ANNUAL QTY DESCRIPTION**

**CONCRETE – DELIVERED**

<b>10 Yards</b>	<b>Pump Mix Concrete</b> Strength – PSI 3000 or equal \$_____ Cu. Yd. "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>0 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 2500 or equal \$_____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>110 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 2500 or equal \$_____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>0 Yards</b>	<b>Ready Mix Concrete</b> Strength – PSI 3000 or equal \$_____ Cu. Yd. <b>Fine Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>20 Yards</b>	<b>Ready Mix Concrete</b> Strength -- PSI 3000 or equal \$_____ Cu. Yd. <b>Coarse Aggregate</b> "Environmental Fee" per cubic yard \$_____ Or per load \$_____
<b>TOTAL</b> \$_____	
<b>0 Bags</b>	<b>Quick Drying Concrete</b> \$_____ Per Bag \$_____

Minimum ordering amount (over short load) \$\_\_\_\_\_

Short Load Charge \$\_\_\_\_\_

Diversion Charge \$\_\_\_\_\_

Pumping Services \$\_\_\_\_\_ Hourly

Holding time charge \$\_\_\_\_\_ Hourly

Holding time charge will apply after 30 minutes. The City will not pay for wait time less than 30 minutes.

Location of Manufacturing Plant from which concrete will originate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ I



The Contractor, certifies that the Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid Submittal and certify that I am authorized to sign this Bid for the bidder and that the bidder is in compliance with all requirements of the Bid, including but not limited to, certification requirements. I certify that I have read and agree to all General Conditions:

---

Authorized Signature(Manual)

Authorized Signature (Printed)

\_\_\_\_\_ Date

\_\_\_\_\_ Corporate Seal

## **DRUG FREE WORKPLACE**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

PROJECT: FURNISH AND DELIVER READY MIX CONCRETE  
OWNER: CITY OF MIAMI GARDENS

CONSULTANT:

---

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/company listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 622-8001.

## QUESTIONNAIRE

Proposer's Name: \_\_\_\_\_

Principal Office Address: \_\_\_\_\_

\_\_\_\_\_

Official Representative: \_\_\_\_\_

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

**When Incorporated:**

\_\_\_\_\_

In what State: \_\_\_\_\_

If Foreign Corporation:

**Date of Registration with**

Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

\_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership:

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_

Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: \_\_\_\_\_

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ( )

No ( )

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_ (have) \_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all completed lawsuits:

C. List all judgments from lawsuits in the last five years:

D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

*The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

**Dated** \_\_\_\_\_, **20**\_\_

**INDIVIDUAL, FIRM OR PARTNERSHIP**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Social Security Number (OR) Taxpayer Identification Number (TIN):  
\_\_\_\_\_

**CORPORATION**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Print name)

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Taxpayer Identification Number (TIN/EIN): \_\_\_\_\_

State Under Which Corporation Was Chartered: \_\_\_\_\_

Corporate President: \_\_\_\_\_  
(Print Name)

Corporate Secretary: \_\_\_\_\_  
(Print Name)

Corporate Treasurer: \_\_\_\_\_  
(Print Name)

**CORPORATE SEAL**

Attest By: \_\_\_\_\_  
Secretary

**LIST OF SUBCONTRACTORS**

The Undersigned states that the following is a full and complete list of the proposed subcontractors on this Project and the class of Work to be performed by each, and that such list will not be added to nor altered without written consent to the City through the City Representative.

SUBCONTRACTOR AND ADDRESS

CLASS OF WORK TO BE PERFORMED

(1) \_\_\_\_\_  
\_\_\_\_\_

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

(2) \_\_\_\_\_  
\_\_\_\_\_

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

(3) \_\_\_\_\_  
\_\_\_\_\_

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

(4) \_\_\_\_\_  
\_\_\_\_\_

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

(5) \_\_\_\_\_  
\_\_\_\_\_

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

(6) \_\_\_\_\_  
\_\_\_\_\_

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

(7) \_\_\_\_\_  
\_\_\_\_\_

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

DATE \_\_\_\_\_

PROPOSER \_\_\_\_\_

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

## REFERENCES

As specified in the Special Conditions of this Bid Document, Bidders are to present the details of a minimum of five (5) references of similar work. (Additional references may be submitted on a separate sheet)

<b>COMPANY NAME, ADDRESS, CITY, STATE, ZIP</b>	
<b>PHONE &amp; FAX NUMBER , EMAIL</b>	
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Fax:</b>
<b>Company Name:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	<b>Email:</b>
<b>Phone:</b>	<b>Fax:</b>



**LIST OF EQUIPMENT AVAILABLE  
FOR THIS CONTRACT**

**List all equipment which will be dedicated to the Delivery of Ready Mix Concrete as listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)**

<b>EQUIPMENT</b>	<b>NUMBER AVAILABLE</b>	<b>EMPLOYEES &amp; EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		
<b>7.</b>		
<b>8.</b>		
<b>9.</b>		
<b>10.</b>		

*City of Miami Gardens*  
*Procurement Department*

The City of Miami Gardens is seeking to use this project as a means to provide employment opportunities to city residents that are currently unemployed.

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**BIDDERS AFFIDAVIT**

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**NOTE:** This Affidavit must be properly executed by the bidder.

Bid No. \_\_\_\_\_ Date: \_\_\_\_\_

Bid Title

---

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

---

Authorized Representative \_\_\_\_\_

Certifies they will in good faith attempt to hire a total of \_\_\_\_\_ unemployed residents of the City of Miami Gardens to complete the project as specified herein.

Good faith efforts include but are not limited to the following:

- Advertisement in general circulation media
  
  - Contact local agencies specializing in job placements, e.g. Workforce One, South Florida Workforce, Job Corp etc.
-



*City of Miami Gardens  
Procurement Department*

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

**A Good Faith Effort**

A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: \_\_\_\_\_ Address: \_\_\_\_\_

Federal ID \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

No Sub-Contracting Opportunities existed for this contract

No Firms were contacted because:

**This schedule must be submitted with the bid or proposal**

Company Name, Address, Phone & Email	Type of Ownership BM – African Am HM – Hispanic AM – Asian NM – Native Am.	Trade or Services to be performed	Contact Method

**Collusion**

The City will not accept collusion among the prime bidders, an MBE or any other individual business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Certification: It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed \_\_\_\_\_ Name/Title \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

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

Employer identification number	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>*</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.