



City of Miami Gardens **INVITATION TO BID**

The City of Miami Gardens is requesting sealed bids from qualified companies to provide inspection and testing laboratory services. The City encourages participation from Minority Businesses.

PROPOSAL SUBMISSION

Bids will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday, October 4, 2012**, at which time names of the bidders will be 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# 11-12-030– INSPECTION & TESTING LABORATORY SERVICES”

Copies of this Proposal Document may be obtain by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #1112030 or may be found on the City’s web site at 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 on this Invitation to Bid, contact the Procurement Department, (305) 622-8000 procurement@miamigardens-fl.gov. Deadline for submittal of questions is September 27, 2012 @ 3:00P.M.

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 ITB 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”.

INSPECTION AND TESTING LABORATORY SERVICES
ITB# 11-12-030
OCTOBER 4, 2012

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 167th 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 167th 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 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169 Facsimile (305) 622-8001.

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 167th 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 167th 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 10% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 10% 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.

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 Businesses 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 Small, Minority, and Women's Businesses are used when possible. Affirmative steps shall include:

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

**“ITB# 11-12-030– INSPECTION & TESTING LABORATORY SERVICES”
OCTOBER 4, 2012**

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, by means of sealed bids, with licensed company(s) for “on call” inspection and testing laboratory services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service.

Services under this solicitation may be acquired in part or in whole from federal funding sources.

2.2 TERM OF CONTRACT:

Bidders shall quote fixed prices that will be guaranteed to the City of Miami Gardens for an initial period of three (3) years. The City of Miami Gardens reserves the right to exercise its option to renew the contract (subject to the appropriation of funds), not to exceed a maximum of three (3) years. Contract renewal shall be at the City’s prerogative and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City. This contract may not be an exclusive contract. The successful bidder shall notify the City in writing not less than ninety (90) days prior to the renewal date of any adjustment in the fixed prices quoted with regards to the contract amount.

2.3 METHOD OF AWARD:

Award of this contract may be made to the three (3) lowest, responsive, responsible bidders on a group by group basis. To be considered for awards by group, the vendor shall offer prices for all items within a given group. While the award will be made to multiple vendors by group to assure availability, the lowest priced vendor for each group will be given the first opportunity to perform under this contract.

The vendors to whom award is made under this solicitation shall be deemed to be thereby pre-qualified to participate in periodic work assignments that are identified by the City on an as needed basis. When such work assignments are identified, the awarded vendors shall be invited to review the plans and specifications regarding the work to be accomplished, inspect the work area and offer an itemized price based on the quoted hourly rate or per test rate including the cost of materials. The vendor offering the lowest fixed price for the specific effort shall be awarded that specific work assignment. The award of a specific work assignment to one vendor does not preclude other pre-qualified vendors from submitting offers for other City work assignments.

Successful bidders awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

2.4 PAYMENT:

Invoices for payment will be submitted as services are completed, but no more than once a month, for the duration of the contract. Invoices will be subject to verifications and approval by the requesting department.

Bidder(s) shall submit (with the invoice on a per assignment basis) a detailed report as to the actual location, area and quantity of test specimens secured, and square feet or volume tested to complete the task.

PURCHASING CARD PROGRAM:

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

2.5 COMPLETION TIME:

The City's Project Manager will notify vendor at least 24 hours prior to the need for testing services. The final report of test results shall be provided not later than 14 calendar days after the testing is performed. Reports for tests requiring a maximum of seven (7) day(s) turnaround shall be provided not later than one calendar day after the seventh day.

Since time of performance is of the essence, the vendor shall work judiciously to complete each task without delay. In the event of a potential delay, the vendor shall notify the City of its inability to perform with substantive reasoning and demonstration of the factors affecting their inability to perform. The City shall at its option without prejudice to the vendor contact an alternate available vendor for the services required so as not to delay the prosecution of the work.

2.6 ADDITIONAL SERVICES:

Although this Solicitation identifies specific services to be provided, it is hereby agreed and understood that any new services may be added/deleted to/from this contract at the option of the City. Quotes may be requested from the awarded bidders for these additional services.

2.7 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this solicitation, the prices quoted by the bidder on the Proposal Form shall remain fixed and firm during the term of this contract.

The bid price shall include the cost of providing suitable prepared containers for sampling including proper preservation, appropriate labels for all sample(s) containers, and specialized sampling apparatus. The bid price shall also include the cost of providing detailed instructions for materials maintenance, laboratory archiving for proper sample collection, sample preservation and holding times.

2.8 SITE INSPECTION:

Bidders are required to visit and be familiar with any conditions which may in any manner, affect the work to be done or affect the equipment, materials and labor required. The bidder is also required to examine carefully the specifications and all area site area locations and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

2.9 HOURLY RATE:

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and under any other applicable laws of the State of Florida.

2.10 WORK HOURS:

The City's regular working hours are Monday through Friday; 8:00 A.M. to 5:00 PM except closed for all federal holidays. The City may require testing services to be performed prior or after regular work hours, to include but not limited to; nights, weekends or any City or Federal holiday. In this case, the hourly rate shall be paid as normal work hours. Testing service time shall be defined as the time of arrival on-site to end of testing not to exceed eight (8) hours a day.

Standby time for lab personnel at any site if required shall be pre-approved by the City on a case by case basis and shall be paid based on hourly rates prescribed at the time of service. A request for stand by time if needed shall be immediately requested by the bidder's project manager one hour prior to the end of each scheduled site visit period in order to justify the need for extended time to perform the service. Invoices for Standby time that does not have the pre-approval of the project manager shall not be paid.

2.11 OVERTIME RATE:

The City shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages stated within this contract. This allowance shall only be provided in those instance where expressly authorized by the City's representative prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

2.12 RESULTS AND REPORTING:

The awarded bidder shall promptly process and distribute all required tests, reports and related instructions to insure that all necessary testing, retesting or replacement of materials are performed with the least possible delay. Delivery of report(s) shall include but not limited to: US Postal Mail, Courier Services and overnight delivery services. Delivery cost for reports shall be included in the report pricing and any additional reports requested by the City. The awarded bidders shall provide the City with signed and sealed report(s) for services performed. The Bidder's Laboratory shall maintain accurate chain of custody documentation on all samples and specimens until they are no longer required. The City may request electronically filed reports for the purpose of acquiring immediate information with regard to tests that are performed. These reports shall be utilized to make immediate assessment with regard to potential defects in the workmanship and materials installed by others.

Reports shall include but not limited to:

- 1 Date of issuance
- 2 Project title and number
- 3 Laboratory, name, address, and telephone number
- 4 Name or laboratory inspector
- 5 Location of sample or test on the report
- 6 Type of inspection or test
- 7 Date and time of sampling and/or inspection
- 8 Record of temperature and weather conditions
- 9 Date of test
- 10 Description of specimen fabrication
- 11 Results of test and compliance with contract documents
- 12 Note unusual defects in either specimens, including causes, when known and unusual test results.

A Final hard copy of all test results shall be forwarded to the City at the completion of the required test period for each sample tested and service performed. Three (3) original signed and sealed reports and results shall be submitted along with three (3) machine produced copies bearing the image of the original seal of the certifying engineer of record for the Laboratory. No payment for services shall be released without the final original

supporting documentation covering the work being submitted and approved by the project manager.

2.13 INSURANCE:

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

- 2.13.1 Worker's Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000
The City of Miami Gardens will not accept certificates of exemption forms for Worker's Compensation Insurance.
- 2.13.2 Fidelity/dishonesty coverage - \$500,000 per occurrence
- 2.13.3 Professional Liability (Errors and Omissions) Insurance – 1) \$2,000,000 per occurrence, \$2,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy.
- 2.13.4 General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- 2.13.5 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.

2.14 CONTACT PERSON:

For any additional information regarding the specifications and requirements of this proposal, contact: Elena Varona, Facsimile: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov

2.15 PROPOSAL CLARIFICATION:

Any questions or clarifications concerning this Proposal shall be submitted in writing by mail or facsimile to the Procurement Department, 1515 NW 167th Street; Bldg. 5 Suite 200, Miami Gardens, Florida 33169, FAX: (305) 474-1285, e-mail: evarona@miamigardens-fl.gov The proposal title/number shall be referenced on all correspondence. All questions must be received no later than 3:00P.M., September 27, 2012. 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.

2.16 REQUIRED LICENSES and CERTICATIONS:

All bidders shall provide Professional certifications, State licenses and Miami-Dade County licenses and certification with bid submittal.

2.17 RIGHTS TO AUDIT:

The awarded companies may be subject to audit by federal, state and local agencies pursuant to this contract. The awarded companies shall maintain adequate records to justify all changes, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal

business hours at the place convenient and agreeable to the awarded companies and the City.

2.18 LICENSES, PERMITS AND FEES:

The vendor shall obtain and pay for all licenses, permits and inspection fees required and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or vendor for failure to obtain required licenses or permits shall be borne by the vendor.

2.19 SUB-CONTRACTORS QUALIFICATIONS:

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the City during the bid evaluation period if such action is in the best interest of the City.

2.20 REFERENCES:

Each proposal must be accompanied by a list of five (5) references, of prior experience and similar work, which shall include contact person, telephone number, facsimile number and e-mail address. It is the responsibility of the bidder to ascertain that the contact person will be responsive. NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.

2.21 LIQUIDATED DAMAGES: (Not Used)

2.22 WARRANTY:

The successful bidder will be required to warranty all work performed. Bidder shall warrant its product(s) and/or service against faulty labor and/or defective service or materials for a one (1) year period.

The bidder shall promptly correct any deficiency, at no charge to the City, within five (5) calendar days after the bidder is notified of such deficiency in writing. If the bidder fails to cure a deficiency in the work performed and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the City for the defective work or work items

2.23 COMPLETE PROJECT REQUIRED:

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

2.24 PROPOSAL SUBMITTAL:

All proposals submitted shall include the completed Proposal Form and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting proposal, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

2.25 BIDDER QUALIFICATIONS:

In order for proposals to be considered, bidders must submit with their proposal, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; and has available the organization and qualified manpower to perform the work and has adequate financial status to meet the financial obligations incident to the work.

2.26 LATE PROPOSALS:

The City of Miami Gardens cannot accept proposals received after opening time and encourages early submittal.

2.27 EXCEPTIONS TO SPECIFICATIONS:

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the proposal to be considered non-responsive.

2.28 COMPLETE INFORMATION REQUIRED ON PROPOSAL FORM:

All proposals must be submitted on the attached Proposal Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND THREE COPIES of the Invitation for Proposal and Proposal Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.29 HIRING OF CITY RESIDENTS:

The City of Miami Gardens is seeking to use this service as a means to provide employment opportunities to city residents that are currently unemployed. Therefore, the City is asking that each vendor submit a list of the number of staffing needed to fulfill this contract along with their bid.

While this is not a mandatory requirement, it should be noted that vendors that submit staffing needs and a commitment to hiring unemployed city residents will receive preferred rating of their bid.

2.30 SOUTHEAST FLORIDA GOVERNMENTAL CO-OPERATIVE PURCHASING GROUP:

The bidder understands and agrees if any of the governmental entities or municipalities who are members of the Southeast Florida Governmental Co-Op Purchasing Group may participate in the resulting contract with the same terms and conditions through the renewal periods.

Each 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 successful bidder and issue its own tax exemption certificate as required by the bidder.

**“ITB# 11-12-030– INSPECTION & TESTING LABORATORY SERVICES”
OCTOBER 4, 2012**

3 MINIMUM SPECIFICATIONS:

3.1 PURPOSE:

The purpose of this solicitation is to establish a term contract, with licensed company(s) to furnish all labor, supervision, materials, equipment required for “on call” inspection and testing laboratory services on an as needed, when-needed basis as specified herein, from a source(s) of supply that will give prompt and efficient service. This contract may not be an exclusive contract.

3.2 TESTING STANDARDS:

All tests performed shall be in compliance with the most current ASTM Quality Control Standards as amended and all other Referenced Construction Industry Standards not specifically referenced herein but are necessary to perform the level of Service Customary for Materials Testing and Inspection Organizations. Some of the standards not herein before described are, but are not necessarily limited to AASHTO, FDOT, AWA, ACI, DCPW, HRS, AMRL, The Asphalt Institute, EPA, ASCE, ASHRAE, etc. The bidder shall demonstrate by submission of bids that the bidder has the capability and capacity to provide all required services in compliance with all standards. The Bidders are advised that the City intends to implement the most current standards of practice for all categories of services required in this solicitation and the current standards shall be the basis of this bid.

All Geotechnical services conducted on roadways, streets and right of way shall be performed to meet and comply with FDOT, DCPW, and CMGPW standards.

3.3 QUALIFICATIONS:

All services shall be performed by qualified personnel under the supervision of a professional licensed or otherwise qualified by the State of Florida to practice Geotechnical Engineering/Civil Engineering, and the document(s) submitted shall bear the engineer’s seal and statement to that effect. Bidders shall submit copies of licenses with bid submittal.

LABORATORY CERTIFICATIONS-SUBMITT COPIES WITH BID SUBMITTAL:

All laboratories performing services shall provide copies of the following certifications with their bid submittal form. The Army Corp of Engineers letter is optional. Failure to submit certifications may deem your bid non-responsive.

Bidders shall submit copies of certifications with bid submittal:

- 3.3.1 State of Florida Special Inspector Certification
- 3.3.2 CMEC Certification
- 3.3.3 Florida Department of Transportation Level Certification
- 3.3.4 State of Florida Special Inspection Certification
- 3.3.5 Miami-Dade County Certification
- 3.3.6 Professional Engineering Certification

3.4 LABORATORY PERSONNEL CERTIFICATIONS:

Laboratories are required to have all personnel performing inspection and testing activities qualified with the applicable licenses and certifications listed below. All bidders shall submit with their bid the names and certifications all professional and technical staff that will conduct work on the project(s).

Bidders shall submit copies of licenses and certifications with bid submittal:

- 3.4.1 PE/SE Structural Engineer – a licensed SE or PE specializing in the design of Building and Structures
- 3.4.2 PE/GE Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundation engineering
- 3.4.3 EIT Engineer-In-Training – a graduate engineer who has passed Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

- 3.4.4 ACI-CFTT Concrete Field Testing Technician – Grade 1
- 3.4.5 ACI-CCI Concrete Construction Inspector
- 3.4.6 ACI-LLT Laboratory Testing Technician – Grade 1&2
- 3.4.7 ACI-STT Strength Testing Technician

American Welding Society (AWS) Certification

- 3.4.8 AWS-CWI Certified Welding Inspector
- 3.4.9 AWS/AISC-SSI Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

- 3.4.10 ASNT Non-Destructive Testing Technician – Level II or III

International Code Council (ICC) Certification

- 3.4.11 ICC-SMSI Structural Masonry Special Inspector
- 3.4.12 ICC-SWSI Structural Steel and Welding Special Inspector
- 3.4.13 ICC-SFSI Spray-Applied Fireproofing Special Inspector
- 3.4.14 ICC-PCSI Pre-stressed Concrete Special Inspector
- 3.4.15 ICC-RCSI Reinforced Concrete Special

National Institute for Certification in Engineering Technologies (NICET)

- 3.4.16 NICET-CT Concrete Technician – Levels I, II, III, & IV
- 3.4.17 NICET-ST Soil Technician – Levels I, II, III, & IV
- 3.4.18 NICET-GET Geotechnical Engineering Technician – Levels I, II, III, & IV

Exterior Design Institute (EDI) Certification

- 3.4.19 EDI-EIFS Third Party Inspector

3.5 LABORATORY SERVICES:

The vendor(s) shall have a fully capable Materials Testing Laboratory. The vendor(s) laboratory shall have a Quality Control Program. The laboratory must maintain and keep accurate records of all calibration checks as required to meet Federal and State guidelines.

3.6 GENERAL LOCATION OF WORK:

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

- 3.6.2 The Successful bidder shall notify the requesting department in writing of the site having pre-existing damage to sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the bidder to make repairs per section 3.2.1

3.7 PROTECTION:

- 3.7.1 The successful bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the work area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly adhered to by the contractor.
- 3.7.1 Bidder must provide the protection(s) necessary to prevent damage to property where the services are being performed including adjoining properties.
- 3.7.2 Restore all damage to property or properties to its original condition, at bidder's expense, as acceptable to the City.

3.8 EMPLOYEES:

- 3.8.1 Successful bidder shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 3.8.2 All employees of the bidder shall be considered to be at all times the sole employees of the bidder, under the bidder's sole direction, and not an employee or agent of the City. The bidder shall supply competent and physically capable employees and the City may require the bidder 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.
- 3.8.3 Bidder shall assign an "On Duty" supervisor who speaks and reads English (on duty means that the supervisor shall be present at the work site at all times during the conduct of work).

3.9 STORAGE OF MATERIALS:

- 3.8.4 Contractor must provide for its own storage of material and equipment. No on-site storage is permitted at the work area or other public areas. Contractor is responsible for all of his equipment, all materials, and etc. during construction of project.
- 3.8.5 Safeguarding of all Contractor-owned equipment, tools, materials, vehicles and surplus products is the responsibility of the contractor and Contractor's employees. The City of Miami Gardens assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

3.10 DISPOSAL OF WASTE:

- 3.10.1 Contractor shall be responsible for disposal of waste materials, containers and any and all excess materials, etc. at an off-site location on a daily basis in accordance with local, state and federal regulations. City dumpsters are not to be used by contractor.

3.11 PERMITS:

- 3.11.1 All work not stated herein shall be in compliance with the Florida Building

Code 2010 Edition and ASCE-7-10 as amended and all other national, state, and local codes and regulations and standards governing materials testing services.

3.12 BID CHECK LIST

YES___ NO___ 1. Copy of Laboratory Licenses and Certifications

YES___ NO___ 2. Copy of Laboratory Personnel Certifications

YES___ NO___ 3. Proof of ability to obtain insurance

YES___ NO___ 4. Bid Submittal Price

YES___ NO___ 5. Bid signed by authorized representative

YES___ NO___ 6. Vendor Representative Contact information

YES___ NO___ 7. Bid prepared in duplicate

YES___ NO___ 8. Business Tax Receipt

YES___ NO___ 9. List of Subcontractors

YES___ NO___ 10. Accept VISA Credit Card for payment

YES___ NO___ 11. References listed

YES___ NO___ 12. MBE Certification

YES___ NO___ 13. 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 167th Street; Bldg. 5 Suite 200
Mail to: Bldg. 5, Suite 200
Deliver to: Bldg. 7, Suite 440
Miami Gardens, Florida 33169

BID #11-12-030
Title: Inspection &
Testing Laboratory Services
October 4, 2012

(Vendor)

agrees to supply labor, equipment, supplies required for inspection and testing laboratory services 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 for inspecting and testing services performed under this contract.

All costs for materials, equipment, labor, fuel, maintenance, tolls, etc. required to provide the Inspection and Testing Laboratory Services 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

Authorized Signature(Manual)

Authorized Signature (Printed)

Date

Corporate Seal

Deliver Proposal to:

**CITY OF MIAMI GARDENS
Procurement Department
1515 NW 167 Street
Mail to: Bldg. 5, Suite 200
Deliver to: Bldg.7 Suite 440
Miami Gardens, FL 33169**

**ITB# 11-12-030
Title: Inspection & Testing
Laboratory Services**

**Name of bidders to be publicly read, Thursday, October 4, 2012 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.**

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP I				
1	ASPHALT CONCRETE				
	(All prices are to include necessary engineering analysis, Travel, Mileage, Delivery, Certified Report and Samples and Cylinder Pick-Up.)				
A.	Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and Applicable Marshall Procedures) per Asphalt Institute Manual Series No. 2	Per Mix	1	\$	\$
B.	Analysis of Special Design Mix	Per Mix	1	\$	\$
C.	Marshall Properties (FDOT Procedures)	Per Set	1	\$	\$
	1C.1 Stability per ASTM D-1559 or AASHTO D-T 245 (3 Specimen per Set)	Per Set	1	\$	\$
	1C.2 Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen)	Per Set	1	\$	\$
	1C.3 Density per ASTM D-2726 (Set of 3 Specimen)	Per Set	1	\$	\$
	1C.4 Air Voids per ASTM- 3203 (Set of 3 Specimen)	Per Set	1	\$	\$
	1C.5 Maximum Density per ASTM D-2041	Per Set	1	\$	\$
	1C.6 Particle Coating per ASTM D-2489	Per Sample	1	\$	\$
	1C.7 Sampling/Prep. Per ASTM D-1559 / D-2726	Per Sample	1	\$	\$
	1C.8 Bulk Specific Gravity of Drilled Core per ASTM D-2726	Per Core	1	\$	\$
	1C.9 Moisture Content - Drying per ASTM C-566	Per Sample	1	\$	\$
	1C.10 Moisture Content - Distillation per ASTM D-1461	Per Sample	1	\$	\$
	1C.11 Asphaltic Specific Gravity / Absorption of Aggregate Blends	Per Aggr. Sample.	1	\$	\$
	1C.12 Sampling Hot Mix at Manufacturer Per ASTM D-979	Per Sample	1	\$	\$
	1C.13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples)	Per Set	1	\$	\$

**PRICE SHEET
GROUP I – Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	1C.14 Washed Sieve Analysis	Per Sample	1	\$	\$
	1C.15 Test method for coating and stripping of bitumen aggregate mixes AASHTO T-182	Per Sample	1	\$	\$
	1C.16 Flat / Elongated Pieces per ASTM D-4791	Per Sample	1	\$	\$
	1C.17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples)	Per Set	1	\$	\$
	1C.18 Sand Equivalent per ASTM D-2419	Per Sample	1	\$	\$
	1C.19 Effect of Water on Cohesion per ASTM D-1075 / Modified	Per Sample	1	\$	\$
D.	Extraction/Gradation Analysis per ASTM D-6307	Per Test	1	\$	\$
E.	Asphalt Plant Technician Inspections Using FDOT Approved Plant, Laboratory and Procedures for Extraction, Gradations, Marshall Tests and Temperature Checks (ASTM D-290-85) (Per Person, Min. 4 Hrs.)	Per Hour	4	\$	\$
F.	Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures (Temperature, Density Testing and Observation) (4 Hr. Min.)	Per Hour	4	\$	\$
G.	Roadway- Florida method for test measurement of pavements smoothness with the 15 foot rolling and manual straightedges (minimum 4 Hours) per FM-5-509.	Per Hour	4	\$	\$
H.	Roadway- Specialty surface- friction resistance test for crosswalks per ASTM E 274-06 including Maintenance of Traffic (minimum 4 Hours) per test.	Per Hour	4	\$	\$
I.	Asphalt Densities (Nuclear-Back Scatter Method) (Min. 4 Tests)	Per Test	1	\$	\$
J.	Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6 Cores per Call-Out)	Per Core	6	\$	\$
K.	Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic Foot, per ASTM D-2726.	Per Core	1	\$	\$
L.	Gyratory Compaction (Bulk Specific Gravity)	Per Sample	1	\$	\$
TOTAL GROUP I					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP II				
2	CONCRETE TESTING				
	(All prices are to include necessary engineering analysis, Travel, Mileage, Delivery, Certified Report and Cylinder Pick-Up.)				
A.	Cylinders - Cast and Tested by Laboratory.				
	2A.1 Std. 6"x12" or 4"x 8" Cyl. (Includes Air Test, Concrete Temperature Test, Slump Test) (Per ASTM C-31 "Section 7" Lab Strength Tests per C-39 using C-617 or C-1231) (Min. 5 Cyl. Per Set)	Per Set	1	\$	\$
	2A.2 Light weight 3"x 6" Cyl. Incl. Conc. Per ASTM C-495 (Min. 5 Cyl. Per Set)	Per Set	1	\$	\$
	2A.3 Air Entrainment per ASTM C31 (used Concurrently w/Conc. Set Testing).	Per Set	1	\$	\$
B.	Securing Structural/Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)		3	\$	\$
	2B.1 8" Deep	Per Core	1	\$	\$
	2B.2 14" Deep	Per Core	1	\$	\$
C.	Cores Trim and Compression Test per ASTM C-42	Per Test	1	\$	\$
D.	Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.				
	2D.1 Concrete Brick per ASTM C-551				
	A) Compression	Per Brick	1	\$	\$
	B) Absorption	Per Brick	1	\$	\$
	C) Dimension	Per Brick	1	\$	\$
	D) Appearance	Per Brick	1	\$	\$
	2D.2 Block, Manhole	Per Test	1	\$	\$
	2D.3 Block, Concrete Compression per ASTM C-140 - Individual Units	Per Test	1	\$	\$
	2D.4 Block, Concrete Absorption per ASTM C-140 Individual Units	Per Test	1	\$	\$
	2D.5 Moisture Content of Concrete Block per ASTM C-140	Per Block	1	\$	\$

**PRICE SHEET
GROUP II – Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	2D.6 Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight (Density) per ASTM C-140	Per Block	1	\$	\$
	2D.7 Mortar Cubes 2" x 2" x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by Others)	Per Cube	3	\$	\$
	2D.8 Masonry Prisms per ASTM C-1314 (Fabricated by Lab)	Per Prism	1	\$	\$
	2D.9 Sampling and Pick-Up (Casting By lab)	Per Unit	1	\$	\$
	2D.10 Concrete Block Unit Weight per ASTM C-140	Per Block	1	\$	\$
	2D.11 Grout Cube Compression Test per ASTM C-1014 (Casting by Lab)	Per Cube	1	\$	\$
	2D.12 Technician to Cast Mortar or Grout Cubes in Lab. Or On-Site (Incl. Slump & Temp. Tests) per ASTM C1019	Per Hour	1	\$	\$
	2D.13 Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Includes Slump and Temperature Tests) per ASTM C-1019	Per Hour	1	\$	\$
E.	Concrete Beams			\$	\$
	2E.1 Tension Test per ASTM C-496 (Splitting Tension Test for Cylindrical Specimen, not Beams) (3 tests minimum)	Per Test	3	\$	\$
	2E.2 Flexural Test per ASTM C-78 (ASTM C-31, C-78) Cast per ASTM C-36, Mold and Pick-Up by Lab. (2 Beams Required per Test)	Per Beam	1	\$	\$
F.	Air Content per ASTM C-173 or ASTM C-231	Per Test	1	\$	\$
G.	Concrete Densities (Unit Weight) & Yield Test per ASTM C-138	Per Test	1	\$	\$
H.	Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory Sampling Included) (1 Trial Batch and 6 Cylinder Tests) (First of Any Series)	Per Mix	1	\$	\$
	Additional Design Mixes in Series	Per Mix	1	\$	\$
	2H.1 Design Mix Materials Testing				
	2H.1A Gradation	Per Test	1	\$	\$
	2H.1B Fine Aggregate Gravity and Absorption C-127	Per Test	1	\$	\$
	2H.1C Coarse Aggregates Specific Gravity and Absorption C-128	Per Test	1	\$	\$
	2H.1D LA Abrasion C-88	Per Test	1	\$	\$
I.	On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the City of Miami Gardens) (4 Hrs. Min.)	Per Hour	4	\$	\$
J.	Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)	Per Hour	4	\$	\$

**PRICE SHEET
GROUP II – Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
K.	Windsor Probe Test per ASTM C-803M-03(2010) (Penetration Resistance to Determine Uniformity) with Equipment Charge (Windsor Gun) (Min. 4 Hrs. per Trip)	Per Trip	1	\$	\$
L.	ASTM C-803 (Set of 3 Probes per Test)	Per Test	1	\$	\$
M.	Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to Determine Uniformity of In-Place Concrete) (4 Hrs. Min.)	Per Hour	4	\$	\$
N.	Pullout per ASTM C-900 (Includes Installation of test tools and equipment)	Per Test	1	\$	\$
O.	Thickness of Concrete per ASTM C-1383-04(2010)	Per Hour	1	\$	\$
P.	Floor Flatness Test per ASTM CE1155M-96(2008)	Per Hour	4	\$	\$
Q.	Radiography of Concrete to Locate Rebar (4 Hour Min)	Per Hour	4	\$	\$
R.	Corrosion Activity per ASTM C-876-09	Per Test	1	\$	\$
S.	Chloride Content				
	2S.1 Per ASTM C-1152	Per Test	1	\$	\$
	2S.2 Per ASTM C-1218	Per Test	1	\$	\$
T.	Pachometer; Magnetometer; Ground Penetrating Radar Readings for Rebar Location, Approximate Size and Spacing (4 Hrs. Min.)	Per Hour	4	\$	\$
U.	Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate)	Per Test	1	\$	\$
V.	Sieve Analysis per ASTM - 136 (Min. 3 tests) (Includes collection of samples at site)	Per Test	3	\$	\$
W.	Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C-127	Per Test	1	\$	\$
X.	Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C-127	Per Test	1	\$	\$
Y.	Weight per Cubic Feet per ASTM C-29	Per Test	1	\$	\$
TOTAL GROUP II					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP III				
3	PRE-STRESS / PRE-CAST				
	(All prices are to include necessary Engineering Analysis, Travel, Mileage, Delivery, Certified Report, Samples and Cylinder Pick-Up.)				
	* If Additional Hours are Required Vendor Shall secure Prior Approval from the City.				
A.	Pre-Stress/Pre-Cast Fabrication Inspection per PCI MNL-116-99 (Structural) or MNL-117(Architectural)(Bridge & Building Units/Ready Mix Plant Inspection) (4 Hrs. Min.)	Per Hour	4	\$	\$
B.	Pre-Stress (Inspection and Certified Report Included) (Stressing Operation and Inspection) per PCI MNL-116-99 (4 Hrs. Min.)*	Per Hour	4	\$	\$
C.	Reinforced Concrete Pipe and Pre-Fabricated Manhole Inspection (Types, Sizes and Design) (Includes Inspection and Certified Report) (4 Hrs. Min.)*	Per Hour	4	\$	\$
D.	Absorption Test of Pre-Cast Units per ASTM C-497	Per Core	1	\$	\$
E.	Three Edge Bearing Test per ASTM C-497	Per Test	1	\$	\$
F.	Hydrostatic Testing per ASTM C-497	Per Test	1	\$	\$
G.	Testing Concrete Cylinder per ASTM C-497	Per Cylinder	1	\$	\$
TOTAL GROUP III					\$
	GROUP IV				
4	PILING				
A.	Pile Driving/Auger Cast Pile Inspection (Includes Certified Log/Report (4 Hrs. Min.)	Per Hour	4	\$	\$
4A.1	Splice of Piles as an Addition (per Occurrence) (with Prior Approval from the City of Miami Gardens) (to Witness Splice)	Per Hour	1	\$	\$
B.	Vibro-Flotation Inspection (4 Hrs. Min.)	Per Hour	1	\$	\$
C.	per ASTM D-1143 and Certified Log/Report (Equipment / Loads Furnished by Contractor)	Per Hour	1	\$	\$
4C.1	Furnishing and Set-up of Calibrated Gauges	Per Gauge	1	\$	\$
4C.2	Monitoring of Pile Load Test, Collect Field Data, and Lab Inspector Time	Per Hour	1	\$	\$
4C.3	Pile Load Test Report, Certify and Prepare Report for Load Capacity of Pile. (Lab Engineers' Time)	Per Hour	1	\$	\$
4C.4	Witness Precast Driven Piles and Provide PDR Results and Engineer's Report	Per Hour	1	\$	\$
TOTAL GROUP IV					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP V				
5	GEOTECHNICAL SERVICES				
A.	Mobilization of Truck-Mounted Drill Rig [If Site is NOT Accessible and Special / Additional Equipment is Required to Reach the Penetration Point(s), additional fees shall not be charged without prior Approval of the City.] The vendor shall provide documentation of required exceptional costs for approval by the City before commencing any work.	Per Job	1	\$	\$
B.	<u>Borings Standard Penetration per ASTM D-1586:</u>				
	<u>With Casing:</u>				
	Penetration Depth 0' to 50'	Per Foot	1	\$	\$
	Penetration Depth 51' to 75'	Per Foot	1	\$	\$
	Penetration Depth 76' to 100'	Per Foot	1	\$	\$
	Penetration Depth 101' to 150'	Per Foot	1	\$	\$
	<u>Without Casing:</u>				
	Penetration Depth 0' to 50'	Per Foot	1	\$	\$
	Penetration Depth 51' to 75'	Per Foot	1	\$	\$
	Penetration Depth 76' to 100'	Per Foot	1	\$	\$
	Penetration Depth 101' to 150'	Per Foot	1	\$	\$
C.	Auger Borings per ASTM D-1452 Penetration Depth:				
	Penetration Depth 0' to 50'	Per Foot	1	\$	\$
	Penetration Depth 51' to 75'	Per Foot	1	\$	\$
	Penetration Depth 76' to 100'	Per Foot	1	\$	\$
	Penetration Depth 101' to 150'	Per Foot	1	\$	\$
D.	Rock Coring per ASTM D-2113 (Max. NX Size):				
	Penetration Depth 0' to 50'	Per Foot	1	\$	\$
	Penetration Depth 51' to 75'	Per Foot	1	\$	\$
	Penetration Depth 76' to 100'	Per Foot	1	\$	\$
	Penetration Depth 101' to 150'	Per Foot	1	\$	\$

**PRICE SHEET
GROUP V – Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
E.	Standard Penetration Test (Includes Mobilization and Soil Boring Log) (Portable Equipment)	Per Foot	1	\$	\$
5E.1	Standard Penetration Test (Water Boring) (Does Not Include Cost of the Barge) (Should Barge be required to conduct the work, the cost for the equipment necessary to complete the task shall be submitted to the City for approval prior to commencing any work. Full documentation of costs shall be submitted for review and approval)	Per Foot	1	\$	\$
F.	Undisturbed Sampling per ASTM D-15	Per Sample	1	\$	\$
G.	Slug Percolation Test-USGS / PWD 9" Dia. Hole (DERM) (Min. 2 per Job)	Per Test	2	\$	\$
H.	Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas)	Per Test	1	\$	\$
I.	Percolation Tests				
5 I.1	Fla. Department of Health and Rehabilitative Services, Chapter 100-6.57 (Min. 2 Tests per Job)	Per Test	2	\$	\$
5 I.2	DCPW Highway Division (Min. 12" Dia.) (Min. 2 Tests per Job)	Per Test	2	\$	\$
5 I.3	Open Hole Method (Min. 6" Dia.)(Min. 2 Tests)	Per Test	2	\$	\$
5 I.4	Utility Clearance Location services (Min. 1 Hr. per Work Order)	Per Hour	1	\$	\$
J.	Closing Holes with Grout / Approved Method(s) to Safe proof Site. [Safe proof to be Accomplished Before Laboratory Leaves the Site(s)]	Per Lineal Foot	1	\$	\$
K.	Trench Test per So. Fla. Water Management District Permit Manual 4	Per Test	1	\$	\$
L.	Soil Cement Stabilization Field Inspection and Monitoring	Per Hour	1	\$	\$
5L.1	Soil Cement Cylinder Testing	Per Test	1	\$	\$
M.	Water Quality Monitoring	Per Sample	1	\$	\$
N.	Geotechnical Engineering Evaluation and Report of Existing Soil with Respect to Allowable Bearing Capacity.	Per Hour	1	\$	\$
O.	Geotechnical Engineer Pile Capacity Analysis	Per Hour	1	\$	\$
P.	Muck Probes	Per Test	1	\$	\$
Q.	Monitoring and recording de-mucking operations (4 hour minimum)	Per Hour	4	\$	\$
TOTAL GROUP V					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP VI				
6	SOILS				
	(Includes Travel, Mileage, Delivery, Certified Report and SAMPLE PICK-UP.)				
A.	Field Density Tests				
	6A.1 Sand Cone Method per AASHTO T-19 and ASTM D-1556 (2 Tests Min.)	Per Test	2	\$	\$
	6A.2 Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 & ASTM D-3017):	Per Test	1	\$	\$
	Per Test (1 to 4 Samples), Per Trip	Per Test	1	\$	\$
	Per Test (5 to 10 Samples), Per Trip	Per Test	1	\$	\$
	Per Test (11 to 15 Samples), Per Trip	Per Test	1	\$	\$
	6A.3 Maximum / Minimum Relative Density Tests per ASTM D-4253 and 4254 (Field and Laboratory)	Per Test	1	\$	\$
	6A.4 Field Technician Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (Per 8 Hour Day)	Per Hour	8	\$	\$
	Per Hour	Per Hour	1	\$	\$
	Over Time per Hour **	Per Hour	1	\$	\$
	* If Laboratory Finishes Field Work in Less than the 4 Hr. Increment, they Shall be Paid for the Full 4 Hrs., if Time Runs Past the 4 Hr. Increment, Extra Hrs. Shall Be Paid at the per hour Rate, Upon Prior Approval from the City of Miami Gardens.				
	6A.5 Evening Density Testing by the field technician (6 P. M. to 6 A. M.) (When Requested by the City of Miami Gardens to be Performed in the Evening to be Paid at the Min. 4 Hour rate. For Unlimited Tests* the Same Conditions Applies)	Per Hour	4	\$	\$
	** Any O/T Performed in Addition to the Eight (8) Hr. Working Day, Shall be Paid at the O/Time Rate and Approved by the City prior to commencing the work.				
B.	Moisture Density Tests (Proctor) (Includes Sample Pick-Up)				
	6B.1 Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas) (Min. 2 Tests per Trip)	Per Test	2	\$	\$
	6B.2 Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2 Tests per Trip)	Per Test	2	\$	\$
C.	Lime rock Bearing Ratio (LBR) - FDOT	Per Test	1	\$	\$
D.	Carbonates on LBR Material (2 Tests per Trip)	Per Test	2	\$	\$
E.	Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)	Per Test	1	\$	\$
	6E.1 Lab Proctor Test	Per Test	1	\$	\$
	6E.2 Three (3) Point CBR	Per Test	1	\$	\$

PRICE SHEET
GROUP VI – Cont.

F.	Field California Bearing Ratio per Asphalt Institute MS-10 (1963) (Reaction Load by Others) (2 Tests Min.)		Per Test	2	\$	\$
G.	Moisture Content		Per Test	1	\$	\$
H.	Organic Content					
	6H.1	Lime rock per AASHTO T-267 (by Incineration)	Per Test	1	\$	\$
	6H.2	Test of Soil Chemical Analysis [(1972) P.R. Hesse P. 211] (by Peroxide)	Per Test	1	\$	\$
I.	Grain Size per AASHTO T-27 (Sieve Analysis Only)		Per Test	1	\$	\$
J.	Mechanical Analysis per ASTM D-422, T-11 and T-27 (Sieve and Hydrometer Analysis and Specific Gravity and Material)		Per Test	1	\$	\$
K.	Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified-FAA)		Per Test	1	\$	\$
L.	Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)		Per Test	1	\$	\$
M.	Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)		Per Test	1	\$	\$
N.	Soil Specific Gravity per ASTM D-854		Per Test	1	\$	\$
O.	Material Finer than 200 Sieve per ASTM C-117		Per Test	1	\$	\$
P.	Liquid Limit per ASTM D-4318 (Plastic and Plasticity)		Per Test	1	\$	\$
Q.	Salt Content per FDOT FM 5-516		Per Test	1	\$	\$
R.	Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)		Per Test	2	\$	\$
S.	Resistivity Test in Accordance with California Method 643-7 with Break-down for Test, Sampling, PH Measurement. of Water and Soil, etc.		Per Test	1	\$	\$
T.	Sediments Tests		Per Test	1	\$	\$
U.	Soil Load Bearing Test (Plate Load) (Reaction Load by Others)					
	6U.1	Static Load on Footings per ASTM D-1194	Per Test	1	\$	\$
	6U.2	Repetitive Static Load for Pavement per ASTM D-1195 (Min of 3 tests)	Per Test	3	\$	\$
	6U.3	Non-Repetitive Static Load for Pavement per ASTM D-1196 (Min of 3 tests)	Per Test	3	\$	\$
V.	Soil Relative Density Tests (Vibro-Flotation / In-Situ Verification)					
	6V.1	SPT Standard Penetration Test Soil Borings	Per Foot	1	\$	\$
W.	Horticultural Service for PH Value of Soil		Per Test	1	\$	\$
X.	Backfill Monitoring (4 Hrs. Min.)		Per Hour	4	\$	\$
Y.	Geotechnical Engineer Field Inspections and monitoring and certified report (Min. 4 Hours)		Per Hour	4	\$	\$
	TOTAL GROUP VI					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
GROUP VII					
7	MONITORING WELLS (Includes Drilling)				
A.	Monitoring Well Installation (2" PVC, Max. 20' Depth) (Min. of 2 tests)	Per Well	2	\$	\$
B.	Monitoring Well Abandonment (2" PVC, Max. 20' Depth) (Min. of 2 tests)	Per Well	2	\$	\$
C.	Monitoring Well Abandonment (4" PVC, Max. 20' Depth) (Min. of 2 tests)	Per Well	2	\$	\$
D.	Monitoring Well (4" PVC, Max. 20' Depth) (Min. of 2 tests)	Per Well	2	\$	\$
E.	Monitoring Well Installation (2" PVC, Greater than 20' up o 100')	Per Foot	1	\$	\$
F.	Repair of Monitoring Wells at per Unit Rates	Per Well	1	\$	\$
G.	Water Quality Monitoring (Does Not Include Analytical Tests)				
	7G.1 (Per Location)	Per Trip	1	\$	\$
H.	Direct Push Well Installation (20 Feet Max.) (Min. of 2 tests)	Per Well	2	\$	\$
I.	Direct Push Soil / Groundwater Sampling (Min. 8 Hour Day)	Per Day	8	\$	\$
TOTAL GROUP VII					\$
GROUP VIII					
8	TURBIDITY MONITORING (Boat Rental Extra at Cost)				
A.	Boat Rental (Min. 8 Hour Day) With Prior Approval by the Issuing Department (Furnish Copy of Ownership or Copy of Rental Invoice)	Per Test	1	\$	\$
TOTAL GROUP VIII					\$
GROUP IX					
9	STEEL				
	(Use-AWA, AMS, AWS, ASME, API), as Applicable				
A.	Shop/ Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)	Per Hour	4	\$	\$
B.	AWS, AWA, ASME Welder Tests - Groove or Fillet				
	Plate	Per Test Position	1	\$	\$
	Pipe	Per Test Position	1	\$	\$
C.	Reinforcing Steel Tensile Test	Per Test	1	\$	\$
D.	Reinforcing Steel Deformation Test	Per Test	1	\$	\$
E.	Chemical Laboratory Test (Min. 4 Hrs. per Test)	Per Test	4	\$	\$
F.	Welding Inspection and Dye Penetrant Weld Testing (Min. 4 Hrs. per inspection and Test)	Per Hour	4	\$	\$
G.	Radiograph Weld Inspection (Min. 4 Hrs. per Test)	Per Hour	4	\$	\$
TOTAL GROUP IX					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP X				
10	<u>SPECIAL INSPECTOR AND THRESHOLD SERVICES</u>				
	A. Special Inspector for Threshold Buildings (State Certified) (4 Hrs. Min.)	Per Hour	4	\$	\$
	B. Special Inspector Designee (4 Hrs. Min.)	Per Hour	4	\$	\$
	C. Special Inspector under the Florida Building Code & ASCE-7-10 (2 Hrs. Min.)	Per Hour	2	\$	\$
	D. Reinforcing Bar Placement Inspection and Connections (4 Hours Min. per Inspection)	Per Hour	4	\$	\$
	TOTAL GROUP X				\$
	GROUP XI				
11	<u>ROOFING</u>				
	(All Tests Performed Shall be in Accordance with Current Edition of the Fla. Bldg. Code (HVHZ Test Protocols) at Time Work is Issued, further, Laboratory Shall be part of the Current Listing of Certified Laboratories for Miami-Dade County BCCO, UL and Factory Mutual Underwriters.)				
	A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for Built-Up Roofs) (ASTM D-1864) (Min. of 3 tests)	Per Test	3	\$	\$
	B. Standard Test for roof cuts and sampling ASTM 3617-07 and or D 2829-07 depending on roofing condition. (Min. of 3 tests)	Per Test	3	\$	\$
	C. Compression Test - Roof Tiles (Min. of 3 tests)	Per Test	3	\$	\$
	D. Absorption Test - Roof Tiles (Per Set of 5)	Per Set	5	\$	\$
	E. Up-lift Test of Roof Tiles (Per Set of 5)	Per Set	5	\$	\$
	11E.1 Up Lift Tests of Adhered Membrane Roofing Systems ASTM E907-96(2004)	Per Test	1	\$	\$

**PRICE SHEET
GROUP XI – Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
F.	Core Samples (per Architect / Engineer's Recommendations) (Min. of 3 test locations)	Per Sample	3	\$	\$
	11F.1 Lab Evaluation and testing of samples	Per Sample	1	\$	\$
G.	Visual Inspections				
	Per Job Min.	Per Job	1	\$	\$
	Per Square Foot	Per Sq. Ft.	1	\$	\$
H.	Infrared Survey (Mobilization of Equipment)				
	Per Job Min.	Per Job Min.	1	\$	\$
	Per Square Foot	Per Sq. Ft.	1	\$	\$
I.	Asbestos Testing In Roofing System	Per Sample	1	\$	\$
J.	Nuclear Moisture Testing				
	Per Job Min.	Per Job. Min	1	\$	\$
	Per Square Foot	Per Sq. Ft.	1	\$	\$
K.	Building Water Intrusion Detection using Infrared Imaging Per ASTM C 1153, standard practice for location of wet Insulation In roofing systems. (4 Hour Min)	Per Hour	4	\$	\$
L.	Fastener Withdrawal per location.	Per Test		\$	\$
M.	Bonded Pull Test (Min. of 3 tests)	Per Test	3	\$	\$
N.	Engineer's Report	Per Hour	1	\$	\$
	TOTAL GROUP XI				\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP XII				
12	SOLIDS / SOIL CHEMESTRY TESTING				
A.	Arsenic EPA 206.3 (Min. of 3 tests)	Per Test	3	\$	\$
B.	Cadmium EPA 213.1 (Min. of 3 tests)	Per Test	3	\$	\$
C.	Chromium EPA 218.1 (Min. of 3 tests)	Per Test	3	\$	\$
D.	Iron EPA 236.1 (Min. of 3 tests)	Per Test	3	\$	\$
E.	Lead EPA 239.1 (Min. of 3 tests)	Per Test	3	\$	\$
F.	Mercury EPA 245.1 (Min. of 3 tests)	Per Test	3	\$	\$
G.	Selenium EPA 270.3 (Min. of 3 tests)	Per Test	3	\$	\$
H.	Silver EPA 272.1 (Min. of 3 tests)	Per Test	3	\$	\$
I.	TCLP Extraction (Min. of 3 tests)	Per Test	3	\$	\$
J.	Preparation Sludge / Soil (Min. of 3 tests)	Per Test	3	\$	\$
K.	Sampling (Environmental) (Min. of 3 tests)	Per Test	3	\$	\$
L.	Agricultural Soil Analysis (Min. of 3 tests)	Per Test	3	\$	\$
M.	Nitrogen - Nitrate (Min. of 3 tests)	Per Test	3	\$	\$
N.	Nickel (Min. of 3 tests)	Per Test	3	\$	\$
O.	Zinc (Min. of 3 tests)	Per Test	3	\$	\$
P.	PH (Min. of 3 tests)	Per Test	3	\$	\$
	TOTAL GROUP XII				\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP XIII				
13	<u>WATER TESTING</u>				
A.	PA 601 & 602 (Min. of 3 tests)	Per Test	3	\$	\$
B.	PA 610 (Min. of 3 tests)	Per Test	3	\$	\$
C.	EPA 8100 (Min. of 3 tests)	Per Test	3	\$	\$
D.	EPA 504.1 (Min. of 3 tests)	Per Test	3	\$	\$
E.	EPA 239.2 (Min. of 3 tests)	Per Test	3	\$	\$
F.	EPA 418.1 (Min. of 3 tests)	Per Test	3	\$	\$
G.	PH (Min. of 3 tests)	Per Test	3	\$	\$
H.	BOD (Min. of 3 tests)	Per Test	3	\$	\$
I.	COD (Min. of 3 tests)	Per Test	3	\$	\$
J.	Bacteriological Water (Potable) Analysis (Includes Sample Pick-Up) Potable Water Sample Tested by Laboratory for Bacteriological Quality with "Standard Methods for the Examination of Water and Wastewater".				
	13J.1 Total Coliforms (Standard Method No. 9222B) (Min. of 3 samples)	Per Sample	3	\$	\$
	13J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B) (Min. of 3 samples)	Per Sample	3	\$	\$
	13J.3 Presence / Absence of Coliform Groups (Standard Method No. 9221D) (Min. of 3 samples)	Per Sample	3	\$	\$
K.	Copper (Min. of 3 samples)	Per Sample	3	\$	\$
L.	Phenols (Min. of 3 tests)	Per Test	3	\$	\$
M.	Oil & Grease (Min. of 2 tests)	Per Test	2	\$	\$
N.	Total Dissolved Solids (Min. of 3 tests)	Per Test	3	\$	\$
O.	Total Suspended Solids (Min. of 3 tests)	Per Test	3	\$	\$
P.	Soil 8010 / 8020 (Min. of 3 tests)	Per Test	3	\$	\$
Q.	Bacteriological Testing for Potable Water Mains (Min. of 3 tests)	Per Test	3	\$	\$
	TOTAL GROUP XIII				\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP XIV				
14	<u>MECHANICAL</u>				
	A. Noise and Sound Level Surveys (Includes Travel Time equipment set up, testing and measurements and final report of findings).	Per Hour	1	\$	\$
	B. Lighting Level Surveys (Includes Travel Time equipment set up, testing and measurements and final report of findings).	Per Hour	1	\$	\$
	TOTAL GROUP XIV				\$
	GROUP XV				
15	<u>FIRE PROOFING</u>				
	A. Inspection and monitoring of Sprayed-On Fireproof Coating on Structural Steel.				
	15A.1 One Day (8 Hrs.) (8AM to 5PM)*	Per Hour	8	\$	\$
	15A.2 Overtime Rate*	Per Hour	1	\$	\$
	15A.3 Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605 (Min. of 3 tests)	Per Test	3	\$	\$
	15A.4 Field Adhesion / Cohesion Tests per ASTM E-736	Per Test	1	\$	
	*If Additional Hours are Required Must Have Prior Approval from Issuing Department prior to performing required services.				
	TOTAL GROUP XV				\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Price
	GROUP XVI				
16	<u>STRUCTURAL STEEL</u>				
A.	Welding Inspector Per AWS Code (4 Hrs. Min.)	Per Hour	4	\$	\$
B.	Structural Steel Shop or Field Inspector (4 Hrs. Min.)	Per Hour	4	\$	\$
C.	Bolt Tightening Inspection by Using:				
	16C.1 Torque Wrench	Per Hour	1	\$	\$
	16C.2 Reg. Wrench	Per Hour	1	\$	\$
	16C.3 Filler Gauge	Per Hour	1	\$	\$
	TOTAL GROUP XVI				\$
	GROUP XVII				
17	<u>WELDING</u>				
A.	AWS Certified Welding Inspector (2 Hrs. Min.)	Per Hour	2	\$	\$
B.	AWS Certified Welding Inspector / 1 Hr. PADI Certified (Min. 2 Inspectors per Inspection)	Per Hour	2	\$	\$
	TOTAL GROUP XVII				\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP XVIII				
18	<u>MAGNETIC PARTICLE TESTING (MAGNAFLUX)</u>				
	A. Services of a Non- Destructive Technician	Per Hour	1	\$	\$
	B. Magnaflux Testing	Per Test	1	\$	\$
	TOTAL GROUP XVIII				\$
	GROUP XIX				
19	<u>STRAIN MEASUREMENTS (SR4 INDICATOR)</u>				
	A. Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)	Per Hour	4	\$	\$
	TOTAL GROUP XIX				\$
	GROUP XX				
20	<u>ULTRASONIC INSPECTIONS</u>				
	A. Services of an Ultrasonic Technician and Equipment (8 Hours Min.)	Per Hour	8	\$	\$
	B. Assistant Technician (8 Hours Min.)	Per Hour	8	\$	\$
	GROUP XX				\$
	GROUP XXI				
21	<u>INDOOR AIR QUALITY TESTING</u>				
	A. Environmental Laboratory Analysis Fees:				
	21A.1 On-Site Collection				
	Bio aerosols: 5 Predominant Organisms Identified.				
	Bacteria-Only Single, Characterization and Quantization (Min. of 3 samples).	Per Sample	3	\$	\$
	Fungi or Bacteria, Qualitative Only (Min. of 3 samples)	Per Sample	3	\$	\$
	Microscopic Only (Air-O-Cell) (Min. of 3 samples)	Per Sample	3	\$	\$
	21A.2 On-Site Collection				
	Bulk / Wipe Samples: 5 Predominant Organisms Identified				
	Fungi, Characterization and Quantization (Min. of 3 samples)	Per Sample	3	\$	\$
	Bacteria, Characterization and Quantization (Min. of 3 samples)	Per Sample	3	\$	\$
	Both Fungi or Bacteria, Qualitative Only (Min. of 3 samples)	Per Sample	3	\$	\$
	Both Fungi or Bacteria, Qualitative (Colony Count) (Min. of 3 samples)	Per Sample	3	\$	\$

**PRICE SHEET
GROUP XXI-Cont.**

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	21A.3 On-Site Collection				
	Legionella Pneumophila:				
	Detection (Min. of 3 samples)	Per Sample	3	\$	\$
	21A.4 On-Site Collection				
	Other Microbiological & Special Culture:				
	Cryptococcus (Bulk) (Min. of 3 samples)	Per Sample	3	\$	\$
	Other Pathogens (Min. of 3 samples)	Per Sample	3	\$	\$
	21A.5 On-Site Collection				
	Allergen Essay:				
	Mite Characterization and Qualitative (Min. of 3 samples)	Per Sample	3	\$	\$
	Cat Characterization and Qualitative (Min. of 3 samples)	Per Sample	3	\$	\$
	Cockroach Characterization and Qualitative (Min. of 3 samples)	Per Sample	3	\$	\$
	Endotoxin Characterization and Qualitative (Min. of 3 samples)	Per Sample	3	\$	\$
	Allergen Essay (All of the Above) (Min. of 3 samples)	Per Sample	3	\$	\$
	21A.6 On-Site Collection				
	Chemical Essay:				
	Total Volatile Organic Compounds (TVOC) (Min. of 3 samples)	Per Sample	3	\$	\$
	Pesticide (Min. of 3 samples)	Per Sample	3	\$	\$
	21A.7 On-Site Collection				
	Particulate Analysis:				
	Gravimetric Analysis (Min. of 3 samples)	Per Sample	3	\$	\$
	Laser Diode Particulate Analysis (Min. of 3 samples)	Per Sample	3	\$	\$
	Microscopic Evaluation (Air-O-Cell) (Min. of 3 samples)	Per Sample	3	\$	\$
B.	Certified Industrial Hygienist	Per Hour	1	\$	\$
	GROUP XXI				\$

PRICE SHEET

GROUP XXII					
22	<u>ASBESTOS TESTING</u>				
ASBESTOS TESTING (Includes Sample Pick-Up, Lab Analysis and Final Report) In accord with ASTM D5755-03,D5756-02 (2008) and D6480-05.					
A.	PLM (Polarized Light Microscopy) (Min. of 12 samples)	Per Sample	12	\$	\$
B.	PCM (Phase Contract Microscopy) (Min. of 10 samples)	Per Sample	10	\$	\$
C.	TEM (Transmission Electron Microscopy) (Min. of 5 samples)	Per Sample	5	\$	\$
D.	Asbestos Risk Assessment including Final Report of conditions and recommendations for source removal (4Hr. Min)	Per Hour	4	\$	\$
E.	Asbestos Clearance Report (2Hrs. Min)	Per Hour	2	\$	\$
TOTAL GROUP XXII					\$
ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
GROUP XXIII					
23	<u>MOLD INVESTIGATION AND TESTING</u>				
A.	Visual Mold Investigation Inspection (with Thermography equipment inclusive of set up). Per ASTM E 2418-06 to establish a base line property analysis of Building conditions report. (4 Hour Min per inspection).	Per Hour	4	\$	\$
B.	Mold Risk Assessment including Final Report of findings to establish a Baseline property condition assessment. Per ASTM E 2018-08 (4 Hour Min.)	Per Hour	4	\$	\$
C.	Certified Mold Clearance Report (2 Hour Min)	Per Hour	2	\$	\$
TOTAL GROUP XXIII					\$

PRICE SHEET

ITEM	DESCRIPTION	UNIT	Qty.	Unit Price	Extended Price
	GROUP XXIV				
24	<u>LEAD BASE PAINT INSPECTION AND TESTING.</u>				
	A. Lead Base Paint investigation and detection per ASTM D4834-03(2008) (4 Hour Min.)	Per Hour	4	\$	\$
	B. Lead Based Paint Risk Assessment including Final Report of findings Per ASTM E 1864-97. (4 Hour Min.)	Per Hour	4	\$	\$
	C. Lead Base Paint Clearance Testing including Final Report and Certified Letter. Per ASTM E2271-05a (2012) e1. (4 Hour Min.).	Per Hour	4	\$	\$
	TOTAL GROUP XXIV				\$
	GROUP XXV				
25	<u>ADDITIONAL ITEMS</u>				
	A. Additional Reports (When Required by City of Miami Gardens inclusive of report reproduction and certifications). Including reproduction, binding and delivery.	Per Page	1	\$	\$
	TOTAL GROUP XXV				\$
	GROUP XXVI				
26	<u>ENGINEERING SERVICES</u>				
	A. Draftsperson (C.A.D. Operator)	Per Hour	1	\$	\$
	B. Professional Engineer	Per Hour	1	\$	\$
	C. Engineer	Per Hour	1	\$	\$
	D. Principal	Per Hour	1	\$	\$
	E. Clerical / Administrative	Per Hour	1	\$	\$
	F. Project Manager	Per Hour	1	\$	\$
	TOTAL GROUP XXVI				\$

Will accept VISA purchase card as payment _____ Yes _____ No

Dated this _____ day of _____, _____
(Month) (Year)

Signature _____

Print _____

Phone: _____ Fax: _____

E-Mail: _____

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

Bidder acknowledges the receipt of Addenda No.'s: (please list the date received in the square below)

<input type="checkbox"/>									
1	2	3	4	5	6	7	8	9	10

VENDOR SERVICE REPRESENTATIVE INFORMATION

The following individuals are the designated contacts assigned to the City:

REGULAR WORK HOURS:

Name: _____

Address: _____

Telephone: (____) _____

AFTER WORK HOURS, WEEKEND & HOLIDAYS:

Name: _____

Address: _____

Telephone: (____) _____

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail: _____
Social Security Number (OR) Taxpayer Identification Number (TIN):

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ **Fax:** (____) _____

E-Mail: _____

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

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: Inspection and Testing Laboratory Services

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) 474-1285.

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 our 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).
8. List the work you will perform with your own forces on this project: List any Sub-Contractors for this project:

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**__

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)

COMPANY NAME, ADDRESS, CITY, STATE, ZIP PHONE & FAX NUMBER	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	
Company Name:	
Address:	
Contact Name:	
Phone:	Fax:
E-mail:	

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.

<u>SUBCONTRACTOR AND ADDRESS</u>	<u>CLASS OF WORK TO BE PERFORMED</u>
(1) _____ _____	_____
_____	_____
_____	_____
(2) _____ _____	_____
_____	_____
_____	_____
(3) _____ _____	_____
_____	_____
_____	_____
(4) _____ _____	_____
_____	_____
_____	_____
(5) _____ _____	_____
_____	_____
_____	_____
(6) _____ _____	_____
_____	_____
_____	_____
<u>DATE</u> _____	<u>PROPOSER</u> _____

BY: _____

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.

BIDDERS AFFIDAVIT

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.

Job Corp Contact Information:
Anthony Robinson, Program Director
Miami Job Corps
Robinson.Anthony@jobcorp.org
(305) 620-3104

*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 _____

Minority Business Certified? YES NO

MBE Certification Attached? YES NO

Contractor Official a Minority YES NO

Black _____ Hispanic _____ Asian _____ Native American _____

() 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 _____

