



INVITATION TO BID

EXTERIOR PAINTING OF THE MIAMI SHORES VILLAGE HALL AND COMMUNITY CENTER ITB #2022-03-02

Dear Potential Bidder:

Miami Shores Village, Florida invites painting qualified contractors to submit sealed bids in accordance with the requirements stated herein, no later than **2:30 PM EDT on Friday, April 1, 2022 for "ITB NO. 2022-03-02 - "EXTERIOR PAINTING OF THE MIAMI SHORES VILLAGE HALL AND COMMUNITY CENTER"** at Miami Shores Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138.

Interested firms may secure the solicitation package and all other pertinent information by visiting the Village website: <https://msvfl.gov/department/businesses/bids-purchasing>.

The Miami Shores Village website is the preferred sourcing of notices, addenda, bids and other communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective bidders are responsible for checking the Village website for information, addendum and updates concerning the solicitation. Unless otherwise noted, bid documents are available at no charge.

Questions regarding this solicitation shall be submitted in writing to bids@msvfl.gov no later than 5:00 p.m. Thursday, March 24, 2022. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village's website. It is the responsibility of prospective bidders to ensure they are aware of all addenda issued relative to this solicitation.

All bids must be signed, sealed and to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, no later than 2:30 p.m. EDT, Friday, April 1, 2022 and clearly marked in the lower left-hand corner on the outside of the envelope: "**ITB NO. 2022-03-02 - "EXTERIOR PAINTING OF THE MIAMI SHORES VILLAGE HALL AND COMMUNITY CENTER"**".

Bidders shall submit all bid documents in person or by mail. Any submission may be withdrawn until the date and time set above for the submissions. Facsimile or e-mailed bids shall be rejected and will not be accepted. The Village will not be responsible for any delays by delivery services or the US Postal Service. Late submittals will be returned.

Bidders shall submit one (1) original and two (2) copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition, Bidders must include one (1) original copy of the submission on USB electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village).

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the Village.

AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this Invitation to Bid should contact the Village Clerk, Ysabely Gonzalez, at (305)762-4870 or email at rodriguezy@msvfl.gov, at least seven (7) days before the date that the accommodation is necessary.

Pursuant to County Code, public notice is hereby given that a "Cone of Silence" is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the ITB from the time of advertisement of the bid until such time as the Village Manager makes a written recommendation to the Village Council. For more information on the "Cone of Silence," please contact the Village Clerk's Office at 305-762- 4870 or via email at rodriguezy@msvfl.gov.

TENTATIVE SCHEDULE OF EVENTS

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	Wednesday, March 16, 2022
Question Deadline Date	5:00 p.m., Thursday, March 24, 2022
Anticipated Date of Issuance for the Addenda with Questions and Answers	Friday, March 25, 2022
Bids will be accepted until	2:30 p.m., Friday, April 1, 2022
Award recommendation to Village Council	TBD
Issuance of Notice to Proceed	TBD
Project Commencement	Not later than 15 days after NTP

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

Advertisement for Bids/Proposals: The public notice inviting the submission of bids for the work.

Bid/Proposal Bond: A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid/Proposal Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid/Proposal Form: The form on which bids / proposals are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Council.

Contract: The written agreement between the Village and the Bidder for performance of the

Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Date: The date on which the Agreement is effective.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Miami Shores Village Manager or designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation, or joint venture whose bid is accepted and who enters into a Contract with Miami Shores Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with Miami Shores Village.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the Village's Contract Manager.

Notice to Proceed (NTP): The written communication issued by the Village to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the Miami Shores Village.

Performance and Payment Bonds: Bonds executed by the Contractor and his Surety, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Project Cost: The sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

Project Manager: The Village's authorized representative designated to manage the Project.

Proposal/Bid Form: The form on which proposals / bids are submitted

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub-consultant: Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and

whether or not in privity of Contract with the Contractor.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Council consisting of a Mayor, a Vice Mayor and three (3) Village Council members.

Village Manager: The Manager of Miami Shores Village, Miami Shores, Florida.

The words "**Work**", "**Services**", "**Program**", or "**Project**": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "**Directed**", "**Required**", "**Permitted**", "**Ordered**", "**Designated**", "**Selected**", "**Prescribed**", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "**approved**", "**acceptable**", "**satisfactory**", "**equal**", "**necessary**", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

1.2 VENDOR NOTIFICATION

It is the policy of the Village to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. To get solicitation document, specifications and updates go to: <https://msvfl.gov/department/businesses/bids-purchasing>.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Council, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Administrator at bids@msvfl.gov, Miami Shores Village Purchasing Division, 10050 NE 2nd Ave., Miami Shores, FL 33138.

1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Bidder.

- C. Bidders are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

1.5 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be hand-delivered or mailed by the due/time specified. Late bids will not be accepted.

1.6 ADDENDA

The Village may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents.

Bidder(s) shall acknowledge receipt of any formal Addenda. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

1.7 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:

The Village reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

The Village reserves the right to reject any or all bids prior to award.

Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of one hundred twenty (120) days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The Village will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Bid Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Purchasing Division on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract.

1.12 INVOICING/PAYMENT

In accordance with Florida State Statutes, Chapter 218, payment will be made within forty-five (45) days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B. The Village may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the Village. In all cases Miami Shores Village shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or

delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Village Manager:

Miami Shores Village
Office of the Village Manager
10050 NE 2nd Ave.
Miami Shores, FL 33138
Phone: (305) 762-4851

and,

To the Village Attorney:

Miami Shores Village
Office of the Village Attorney
10050 NE 2nd Ave.
Miami Shores, FL 33138
Phone: (305) 349-2300

To the Bidder:

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

1.15 EMPLOYEES

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 employees or agents of Miami Shores Village. The Bidder shall supply competent and physically capable employees and the Village is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

1.16 AWARD OF BID

The Village 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 Village.

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the Village.

The Village also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process.

A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

B. Responsiveness: In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

1.17 USE OF OTHER GOVERNMENTAL CONTRACTS:

The Village reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest

1.18 DELIVERY:

Time will be of the essence for any orders placed as a result of this ITB. The Village reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the Village.

1.19 PROTESTS

A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection

with the solicitation or proposed award of the ITB may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the ITB.

1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the Village Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy

that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.

- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

1.20 AGREEMENT

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Bidder.

1.21 DISQUALIFICATION OF BIDDERS

A Bidder may be disqualified temporarily or permanently, and his/her bid(s) rejected for:

Poor performance or default, in the Village's opinion, on previous contracts with the Village.
Poor performance or default, in the Village's opinion, on previous contracts with other public entities.
Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

1.22 SUBCONTRACTING

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the Village. The Bidder shall furnish in writing to the Village the names of the Subcontractors. The Bidder shall

not contract with any Subcontractors to whom the Village has made reasonable and timely objection. The final Subcontractors list shall be presented to the Village.

1.23 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village and Village's approval.

1.24 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The Bidder or Proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency

1.25 FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.26 COLLUSION

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.27 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

- A. The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- B. The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment,

use thereof would delay the Work or be unlawful.

1.28 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or thirty (30) days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305)762-4870, EMAIL: RODRIGUEZY@MSVFL.ORG AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND AVENUE, MIAMI SHORES, FLORIDA 33138

1.29 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

1.30 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless Miami Shores Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per

occurrence, the Village shall be entitled to attorney's fees and costs of defense, which Miami Shores Village, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the Miami Shores Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover Miami Shores Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.31 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.32 CHOICE OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and choice of law principles.

1.33 QUANTITIES

The Village specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the bid form by the Bidder.

1.34 CLAIMS

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.35 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.36 PUBLIC ENTITY CRIMES

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

1.37 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on

leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.38 DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form with their bid.

1.39 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit the attached form indicating understanding and compliance with the State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the Village within five (5) calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

1.40 ACCESS TO RECORDS

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three (3) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information

Services of the Florida Department of State, whichever is later.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER): (305) 762-4870, EMAIL RODRIGUEZY@MSVFL.ORG AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2ND AVENUE, MIAMI SHORES, FLORIDA 33138

1.41 BEST INTEREST OF MIAMI SHORES VILLAGE

Miami Shores Village reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the Village.

1.42 INSURANCE REQUIREMENTS

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Bidder shall furnish to the Purchasing Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days of notification of award. The successful Proposer(s) shall not commence operations until certification or

proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted."

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

A. WORKER'S COMPENSATION INSURANCE

Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. LIABILITY INSURANCE

- a. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- b. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply

separately to this contract or shall be at least twice the required per claim limit.

C. COMPREHENSIVE GENERAL LIABILITY

Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.

D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY

covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

E. WAIVER OF SUBROGATION

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

F. DEDUCTIBLE

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same

manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

G. FAILURE TO MAINTAIN COVERAGE

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications: The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

NOTE: VILLAGE OF MIAMI SHORES VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other section in the Agreement.

1.43 PERFORMANCE AND PAYMENT BOND:

If a performance bond is required in Special Conditions, the Contractor shall within ten (10) working days after notification of award.

1.44 VILLAGE WEBSITE

The Village utilizes the following procedures for notification of bid opportunities: <https://msvfl.gov/department/businesses/bids-purchasing>

Miami Shores Village website is the preferred sourcing of notices, addenda, bids and other communications. The Village is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendment or close of solicitations. Prospective bidders are responsible for checking the Village website for information and updates concerning solicitations. Unless otherwise noted, bid documents are available at no charge.

It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.45 DISCLAIMER

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the ITB, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

1.46 CONFIDENTIALITY

As a political subdivision, Miami Shores Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the

materials submitted with the bid and the results of Miami Shores Village's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

1.47 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described, and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at

the direction of and to the satisfaction of the Village's Contract Manager.

The Bidder acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

1.48 PAYMENT FOR SERVICES / AMOUNT OBLIGATED

The Bidder warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The Village shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the Bidder.

All Services undertaken by the Bidder before Village's approval of this Contract shall be at the Bidder's risk and expense.

1.49 BIDS FIRM FOR ACCEPTANCE:

Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the Village for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.50 MANNER OF PERFORMANCE

- A. The Bidder shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Bidder in all aspects of the services. At the request of the Village, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.
- B. The Bidder agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Bidder's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.
- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience,

rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

- E. The Bidder shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

The Bidder shall comply with all provisions of all Federal, State, and local laws, Statutes, Ordinances, and regulations that are applicable to the performance of the Agreement.

1.51 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

1.52 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the

Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- B. The Contractor shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- b. The Village Manager may base this

decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.

- c. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken.
- d. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.53 MUTUAL OBLIGATIONS

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless

acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations, where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

1.54 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.55 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.56 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Village were provided to the Contractor for

evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events, the Village makes no representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

1.57 SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

1.58 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D. The Village, through its Village Manager, and for its convenience and without cause,

terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 - 1. Stop work on the date specified in the notice ("the Effective Termination Date").
 - 2. Take such action as may be necessary for the protection and preservation of the Village's materials and property.
 - 3. Cancel orders.
 - 4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the

Agreement and not incorporated in the Services.

5. Take no action which will increase the amounts payable by the Village under the Agreement.
- G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.59 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 1. The Contractor has not delivered deliverables on a timely basis.
 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the

proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
 1. Treat such failure as a repudiation of the Agreement.
 2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may

immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.60 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues.
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

1.61 PROPRIETARY RIGHTS

- A. The Bidder hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Bidder hereunder or furnished by the Bidder to the Village and/or created by the Bidder for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the Village, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become

engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.

- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Bidder's performance hereunder.

1.62 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.63 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in

accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency

1.64 NONDISCRIMINATION

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the job training. By entering into this Contract with the Village, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

1.65 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or

appointed officer or official, director, employee, agent, or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the Village Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the Village's Attorney. Bidder shall thereafter

cooperate with the Village Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

1.66 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Bidder, its employees, agents, subcontractors, and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the Village, except as may be required by law.

1.67 BANKRUPTCY

The Village reserves the right to terminate this contract if, during the term of any contract the Bidder has with the Village, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

1.68 GOVERNING LAW/VENUE

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

1.69 SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Bidder and the Village under the Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

1.70 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the Village as duly authorized expressions on behalf of Bidder.

1.71 PROHIBITION OF INTEREST

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the Village's Bidder lists, and prohibition from engaging in any business with the Village.

1.72 NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

1.73 E-VERIFY

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

1.74 BUDGETARY CONSTRAINTS

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum thirty (30) day notice prior to any such reduction in budget.

1.75 SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

**1.76 SCRUTINIZED COMPANIES
PURSUANT TO SECTION 287.135
AND 215.473**

General Conditions shall prevail in their entirety.

END OF SECTION

As a condition precedent to the effectiveness of this Agreement, subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.77 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF BIDDERS

Bids shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a minimum of five (5) years and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified.

The Bidder shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.2 PERFORMANCE OF SERVICES

Bidder agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

2.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the Village's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

2.4 PRICING

Pricing shall be all-inclusive. Successful Bidders shall include in their pricing all the labor specified, performed according to the provisions of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the Village's Project Manager.

2.5 REQUESTS FOR INFORMATION

For Requests for Information (RFI) prior to the bid opening, the bidder is to follow this procedure. For information concerning specifications please contact bids@msvfl.gov. Questions of a material nature must be received prior to the cutoff date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted shall become part of any contract that is created from this ITB.

2.6 MISTAKES

Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract

2.7 DESCRIPTION OF SUPPLIES, VARIATIONS, AND SUBSTITUTIONS

- A. Any manufacturer's names, tradenames, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and

are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

- B. Any variations from ITB specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.
- C. Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Purchasing Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference, to allow sufficient time to resolve all discrepancies.

2.8 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Village. In such cases, the Village will be receptive to any unit that would be considered by qualified Village personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Village, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the Village to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The Village will be the sole judge in determining if the item bid qualifies as an approved equal.

2.9 PROTECTION OF PROPERTY

The Bidder shall take extra precaution to protect all property while conducting services. Any damage done by the Bidder shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Project Manager or designee.

2.10 BIDDER'S REPRESENTATIONS

Bidder must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Bidder must give Project Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Bidder.

2.11 PERSONNEL

Bidder's personnel shall carry photo identification, driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

Personnel at all times shall have and display in plain view proper identification. The name of the company shall be displayed on the front of the employee's shirt.

2.12 PERFORMANCE AND PAYMENT BOND IS NOT REQUIRED

2.13 REQUIRED LICENSES AND CERTIFICATIONS

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award. All construction personnel shall have the appropriate certifications for the work to be performed including OSHA 10-hour Construction Safety.

2.14 SUB-CONTRACTORS

If the Contractor proposes to use sub-contractors in the course of providing these services to the Village, this information shall be a part of the bid vendor questionnaire form. Such information shall be subject to review, acceptance, and approval of the Village, prior to any contract award. The Village reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets Village approval.

- A. Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractors' non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the Village's approval or disapproval, and indemnify and hold harmless the Village and the Village's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the Village.
- B. Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.15 PRE-CONSTRUCTION MEETING

Soon after Proposer has been notified of award of the ITB, the Contractor and Village shall agree upon a date and time for a pre-construction meeting. The Contractor shall have in attendance a principal of the firm or the project manager. Depending on the scope of the project, the additional stakeholders may be requested to attend.

2.16 MATERIALS, INSPECTION, AND RESPONSIBILITY

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor shall be responsible for the contract quality and standards of all materials, components or completed work finished under this contract for twelve (12) months from the date of final approved inspection and acceptance. Materials, components, or completed work not complying therewith may be rejected by the Village and shall be replaced by the Contractor at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises at the entire expense of the Contractor, after written notice has been mailed by the Village to the Contractor that such materials or components for work have been rejected.

2.17 SUPERVISION

The Contractor is to be responsible for his employees and Subcontractors, and for compliance with all laws and ordinances governing his work. He shall be responsible for the accuracy of the laying out and giving his personal superintendence to the work. He shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the Village. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

2.18 PERMITS

The Contractor shall obtain all permits and call for inspections required for this project. The Building Dept. is mandated to charge fees. The Contractor shall be responsible for the payment of all permit fees including but not limited to: State BPR Building Certification Fee, State DCA Surcharge, County Code Compliance Fee, Microfilm Fee, and Structural Examination Fee. Fees for re-inspections shall be charged to the Contractor at normal rate and all costs shall be borne by the Contractor.

The Contractor is required to perform all controlled inspections required by the requisite permits at no additional cost to the Village.

2.19 PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Contractor, whether it is necessary to the installation or accidental, shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Village Project Manager or his designee.

2.20 WARRANTY

Unless otherwise stated, all materials and workmanship must be warranted for a minimum period of one year from the date of final acceptance. Equipment or systems carrying more than a one-year warranty shall be enumerated on the Bid Proposal form.

2.21 FINAL ACCEPTANCE

The Final Inspection shall be made only after the Village is satisfied that the work described in the plans and specifications has been completed in accordance with the intent of these specifications. The acceptance of the work shall not in any way prejudice the Village's rights to demand replacement of defective materials and workmanship.

2.22 SAFETY

Contractor shall provide and place safety barriers and signage to modify and direct circulation at and around construction site. Every effort shall be made to minimize and limit construction noise, dirt, and dust. The Contractor is solely responsible for the safety of his personnel, but the Village reserves the right to discuss safety concerns on the site.

2.23 HAZARDOUS MATERIAL

No hazardous materials have been designed into this project, nor have been specified. Contractor shall use no hazardous materials in the execution of the work covered by these specifications except as necessary for the immediate prosecution of the work. Such materials shall be properly stored and disposed of in

accordance with Local, State, and Federal law. If suspected Hazardous Materials are encountered during the normal course of the work, the Contractor will notify the Village so that the material can be identified and remediated in accordance with Local, State and 30 Federal Laws.

2.24 TRAINING

Contractor shall provide training to Village staff on the use and maintenance of equipment and/or materials use in this project.

2.25 MANUALS

Contractor shall provide the specified number of manufacturers' training and maintenance manuals for any equipment installed.

2.26 UNUSUAL CIRCUMSTANCES

If during a contract term where costs to the Village are to remain firm or adjustments are restricted, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the Village to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The Village may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient.

In the event the Village does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Village, the Village will reserve the following options:

1. The contract can be canceled by the Village upon giving thirty (30) days written notice to the Contractor with no penalty to the Village or Contractor.

The Contractor shall fill all Village requirements submitted to the Contractor until the termination date contained in the notice.

2. The Village requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the Village, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the Village reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the Village for a stated period of time. If the Village does agree to adjusted costs, these adjusted costs shall not be invoiced to the Village until the Contractor receives notice in writing signed by a person authorized to bind the Village in such matters.

2.27 CHANGE ORDERS

Each Change Order to the Contract must be supported in writing and signed by the Contractor and the Village. Without this prior written authorization, the Village will not pay for extra work performed. The amount of Contractor's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Contractor: Overhead Limit: 10% of direct cost; Profit Limit: 5% of the sum of direct cost and overhead cost.

For any portion of the work for a change order that is performed by a Subcontractors or a Sub Contractor, Contractor's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The Village will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, 4record drawings, etc.

2.28 CONSTRUCTION INSPECTION

The Village's Project Manager will verify the Change Orders compliance, the determination of the final completion status, and the reception of all due related documents, including his/her approval of the updated record drawings,

approval of all NOA compliances, etc.

2.29 UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")

The Village and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or-verify service from a public utility needed for their performance, provided that:

1. The non- performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

END OF SECTION

SECTION 3.0 SPECIFICATIONS

3.1 PURPOSE AND INTENT

Miami Shores Village (“Village”) is seeking a qualified painting contractor(s), hereinafter referred to as the “Contractor”), to submit a bids for painting of the Miami Shores Village Hall and the Miami Shores Community Center.

Interested Contractors are not required to bid on all locations. The Village reserves the right to award the contract on a split order basis by location, a lump sum basis, or such combination as shall best serve the interest of the Village.

3.2 DESCRIPTION OF MIAMI SHORES VILLAGE

Miami Shores Village is vibrant community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in 1932.

3.3 SCOPE OF SERVICES

The work to be performed shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services and for the performance of all labor, work, or other operations required for exterior painting and for the fulfillment of the contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly shown or called for in the contract documents which may be necessary for the complete and proper construction of the work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Village.

The buildings are active, and at no times may the Contractor impede or interfere with the access to and from the buildings (walkways or vehicle access points). The Contractor shall minimize the impact of these project(s) on the general public ensuring that all service interruptions are kept to a minimum and providing temporary services, structures, and facilities as required.

3.3 LOCATIONS

Miami Shores Village Hall – 10050 NE 2nd Avenue, Miami Shores, FL
Community Center – 9617 Park Drive, Miami Shores, FL

3.4 SITE VISIT:

Bidders are **strongly** encouraged to inspect the location to be serviced prior to submission of a bid at their leisure. No variation in price or conditions shall be permitted based on claim of ignorance. Submission of the bid is evidence that the Bidder has familiarized themselves with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and/or materials required.

Walkthroughs MUST be schedule ahead of time. To schedule a walkthrough, contact the Assistant Public Works Director, Frank Ruiz at (305) 795-2210 or RuizF@msvfl.gov.

3.5 **BIDDER QUALIFICATIONS AND EXPERIENCE INCLUDING KEY PERSONNEL**

Contractor shall be a properly licensed painting contractor under existing Federal, State and Local laws, and qualified to perform the job as contained in this scope of work. The awarded contractor shall have a valid State of Florida license that enables them to procure all required permits, complete all of the work as specified herein and required by law.

The Contractor shall successfully have completed at least five (5) painting projects of similar type, size and complexity in the State of Florida within the last five (5) years, with at least two (2) of the projects in Miami-Dade or Broward County. Bidder shall provide on the attached Vendor Questionnaire Form relevant experience of at least three (3) completed, delivered and accepted similar projects.

3.6 **SPECIFICATIONS**

- 3.6.1 The Contractor shall provide all labor, materials, equipment, tools, vehicles, travel, licenses, insurances, permits and incidentals for the exterior painting in accordance with the terms, conditions and scope of work of this Invitation to Bid.
 - 3.6.2 Prior to starting work, the contractor shall check color and product to ensure conformity to specified color and finish as specified by the Village. All colors shall be selected by the Village to match the colors of existing structures and comply with applicable regulatory requirements.
 - 3.6.3 Deliveries/Materials: The Contractor will be required to deliver all equipment and other materials to the location of installation. Care shall be exercised in handling all materials and equipment, and the Contractor will be held responsible for all breakage or damage.
 - 3.6.4 The Contractor must perform all functions and activities in compliance to established industry practices and in a manner to produce finished work of quality, appearance and durability. Materials shall be applied without runs, sags, or cracking.
- 3.7 The Contractor shall furnish all materials, equipment and labor for the preparation and painting of exterior walls, doors and frames, and fascia. Preparation shall include pressure washing and cleaning all areas to be painted, patching cracks with an elastomeric patch, then sealing stucco surfaces with a masonry sealer, followed by painting. Metal windows and gutters that are factory finished are not included.
- 3.7.1 Acceptable Paint Manufacturers: Benjamin Moore, Aura Exterior Paint, Low Lustre. lifetime warranty or Sherwin Williams, Super Paint, Exterior Acrylic Latex Paint, Low Lustre, *or approved equal*.
 - 3.7.2 Paint colors are to be selected by Miami Shores Village.
- 3.8 Areas to be painted are vertical stucco walls, stucco façade, stucco soffits, stucco ceilings, stucco parapets, stucco perimeter walls, stucco bands, crown trim, services doors and frames, and metal brackets to decorative overhang.
- 3.8.1 Painting shall include all exterior surfaces, exposed miscellaneous metal, supports, rain gutters, downspouts, pipe fitting and fascia boards.
 - 3.8.2 When repainting any location where lettering (words and/or symbols) exist, Contractor shall reinstate all lettering as before in regard to size of letters, color and location.

- 3.8.3 One coat of primer shall be used as per manufactures specifications.
- 3.8.4 Paint coatings shall be applied at a rate and thickness to provide corrosion protection and decorative finish according to industry standard practice as recommended by the manufacturer.
- 3.8.5 Windows and doors will be caulked.
- 3.9 The contractor is responsible for material damaged by paint and should cover such material as brick, concrete, roofing, etc. to avoid any potential damage.
 - 3.9.1 Contractor shall be responsible for all overspray to building and vehicles.
- 3.10 All paint shall be applied by roller or brushing unless pre-approved by the Village and proper protective measures have been implemented. If spray application is allowed by the Village, then notification shall be given 48 hours in advance for all vehicles to be removed from area of possible overspray. All precautions will be taken to avoid overspray of material. Dripped or splattered paint shall be promptly removed.
- 3.11 Completed work shall be inspected by the Village. Finish coats shall provide complete hiding and uniform color. All defective work shall be corrected by the Contractor at no cost to the Village, prior to payment being rendered.

3.12 **HOURS OF WORK**

The Contractor shall perform work between the hours 7:00 a.m. and 5:00 p.m., Monday through Saturday, or as restricted by the Village. Work outside these hours or on weekends and holidays is prohibited without permission from the Village and local jurisdiction.

3.13 **CLEAN UP**

3.13.1 Contractor shall be responsible for the removal of all debris resulting from this project and restoration to any existing areas damaged by the contractor once the project is completed. All debris shall be disposed of at an authorized dumping facility.

3.13.2 Site shall be made safe and clean of debris at the end of each work day.

3.14 **WARRANTIES**

Contractor shall at his/her own expense, repair and replace all defective work which is found to be defective for a period of one (1) year from the date of acceptance of work by the Village.

3.15 **SAFETY**

The Contractor is to maintain appropriate signage, guards, and flagmen for the purpose of safeguarding the general public while work is ongoing. All work shall be completed in a safe and workmanlike manner every day and the Contractor shall secure the site prior to leaving at the end of each and every day.

3.16 **USE OF PREMISES**

- 3.16.1 Contractor shall limit their use on the premises for work and storage, and to allow for Owner's Occupancy.
- 3.16.2 Contractor shall coordinate use of premises under direction of owner representative, assume full responsibility for protection and safe keeping of products under this contract stored on site, and move any stored products under Contractor's control which interfere with operations of the Owners or separate contractor.

3.17 **CONTRACTOR'S PERSONNEL:**

- 3.17.1 The Village may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interests of the Village. The Village shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the Village's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- 3.17.2 The Contractors personnel performing work on Village property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Village property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- 3.17.3 At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- 3.17.4 All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

4.0 BID SUBMITTAL FORM

THIS FORM IS REQUIRED

The bid amounts specified herein are for fixed price work, which includes all prices for equipment, labor and material required to perform the work specified in this Invitation to Bid.

The Bidder, being familiar with the local conditions, nature and extent of work and having examined carefully the specifications, terms and conditions herein, proposes to furnish all labor materials, equipment and other items, facilities and services, without exception for the proper execution and completion of the contract, and if awarded the contract, to complete the said work within the time limits as specification for the following bid prices:

Miami Shores Village Hall - 10050 NE 2nd Ave., Miami Shores, FL 33138		
1	Labor, materials and supervision to paint the Miami Shores Village Hall.	\$ _____ TOTAL LUMP SUM COST
Miami Shores Village Community Center- 9617 Park Drive, Miami Shores, FL 33138		
2	Labor, materials and supervision to paint the Miami Shores Village Community Center.	\$ _____ TOTAL LUMP SUM COST

Indicate: _____/days (number of days for final completion after notice to proceed)

Manufacturer's Warranty Period for Paint _____ years

Manufacturer Brand Proposed _____

Certification that the person signing the bid is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Village.

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Firm's Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

SECTION 5.0
REQUIRED FORMS

- 5.1 Acknowledgement of Addenda
- 5.2 Drug Free Workplace Program
- 5.3 Solicitation, Giving, and Acceptance of Gifts Policy
- 5.4 Indemnification Clause
- 5.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 5.6 Anti-Kickback Affidavit
- 5.7 Supplier Response Form – Vendor Questionnaire

5.1 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS ITB.

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

_____ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.**

FIRMS NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

5.2 DRUG-FREE WORKPLACE PROGRAM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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.

FIRMS NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

5.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - “No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.”“... The term ‘public officer’ includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.”

Miami Shores Village prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Village does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of “gifts” includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

FIRMS NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

Failure to sign this page may render your bid non-responsive.

5.4 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Village Council, Miami Shores Village and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the contractor’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them 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.

Bidder’s Name: _____

Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

_____ who, after first being sworn by me, affixed
his/her [name of individual signing]

signature in the space provided above on this ___ day of _____, 20_____

NOTARY PUBLIC

5.5 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ONPUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the Miami Shores Village, Miami Shores, Florida,

By: _____
(print individual's name and title)

For: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in

Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day _____, 20 _____

Personally known _____ OR Produced the following

identification _____

Notary Public – State of _____

NOTARY PUBLIC

(Printed Name)

My commission expires: _____

5.6 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of Miami Shores Village, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an Officer of the Corporation.

By: _____
Signature

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

Miami Shores Village Supplier Response Form

5.7 VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire form should be submitted with the solicitation response. If not submitted with solicitation response. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal Business Name: _____

2. Doing Business As / Fictitious Name: (if applicable): _____

3. Federal Employer I.D. No. (FEIN): _____

4. Website address: (if applicable): _____

5. Principal place of business address: _____

6. Office location responsible for this project: _____

Telephone No.: _____

7. Type of business (*check appropriate box*):

Corporation (specify the State of Incorporation): _____

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in) _____

Other – Specify: _____

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

Name: _____

Title: _____

E-mail: _____

Telephone No. _____

9. List name and title of each principal, owner, officer, and major shareholder:

a) _____

b) _____

c) _____

d) _____

10. Affiliated Entities of the Principal(s):

List the names and addresses of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the Village. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a) _____

b) _____

c) _____

d) _____

11. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three (3) years? *If yes, specify details in an attached written response.*

Yes No

12. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? *If yes, specify details in an attached written response the reinstatement date, if granted.*

Yes No

13. Specify the type of services or commodities your firm offers: _____

14. How many years has your firm been in business while providing the services and/or products offered within this solicitation? _____ years.
15. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation?
- Yes No
16. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Miami Shores Village recorded as the original purchase?
- Yes No N/A (if service)
17. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
18. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*
- Yes No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*
- Yes No
22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*
- Yes No
22. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract?
- Yes No
23. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment (*check one*).

Vendor certifies that this offer is made independently and free from collusion;

or

- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. *Vendor must include a list of name(s), and relationship(s) with its submittal.*

24. Participation in Solicitation Development (*check one*):

- I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Miami Shores Village.
- I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: _____

Name of Person the information was provided: _____

Title: _____

Date Information provided: _____

For what purpose was the information provided? _____

Question 25 – 30 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations.

25. What similar on-going contracts is your firm currently working on? If additional space is required, provide on a separate sheet.

26. Has your firm completely inspected the project site(s) prior to submitting response?

Yes No

27. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached written response.

Yes No

28. What equipment does your firm own that is available for this contract? *please specify details in an attached written response.*

29. Will your firm use subcontractor's to performance services in accordance with the contract. If yes, specify detail in an attached written response.

Yes No

30. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed services.

REFERENCE: #1

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

REFERENCE: #2

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

REFERENCE: #3

Scope of Work: _____

Contract/Project Title: _____

Agency: _____

Contact Name/Title: _____

Contact Telephone: _____

Email: _____

Contract/Project Dates (Month and Year): _____ Contract Amount: _____

