

IMPORTANT! - PLEASE READ CAREFULLY BEFORE MAKING BID

GENERAL PROVISIONS

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

ACKNOWLEDGMENT OF AMENDMENTS

From time to time, Miami Shores Village may issue an addendum to change the intent or to clarify the meaning of the bid documents. It is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting bids. It is the usual practice for the Village to email known bidders and post the addendum online at www.miamishoresvillage.com. This does not guarantee that all bidders will receive ALL addendum(s) in this manner. Bidders shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued amendment with the submitted bid. The acknowledgment should be received by Miami Shores Village by the time and at the place specified for the receipt of bids. Failure to acknowledge an issued amendment may result in bid rejection and disqualification.

ALTERNATIVE BIDS

The bidder **WILL NOT** be allowed to offer more than one (1) price (for the goods or services specified). If the said bidder should submit more than one (1) price on any item (or service), **ALL** prices will be rejected for that item. The bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids may be considered for award. In the event the scope of work provides for a base bid, the bidder shall submit a base bid and may exercise their own prerogative in submitting a bid on alternate items. Miami Shores Village reserves the right to accept or reject alternates or base bid or any combination thereof. Miami Shores Village further reserves the unqualified right to determine whether any particular item(s) is an approved equal and reserves the unqualified right to a final decision regarding the approval or rejection of the same. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of Miami Shores Village.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Miami Shores Village all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by Miami Shores Village under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought only in the courts of Miami-Dade County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.



ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Miami Shores Village.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the Village to be appropriate. All purchases, leases, or contracts that are based on competitive bids may be accepted if deemed as the best responsive and responsible bidder which represents the most advantageous bid to the Village. The lowest monetary bid will NOT in all cases, necessarily be awarded. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the bidder's offered equipment or service may be used to determine the best responsible bidder which represents the most advantageous bid to the Village. Such analysis may be based upon the bidder's proposal data including, but not limited to price, quantifiable factors and other data which is gathered by the Village. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. The Village reserves the right to reject any and all bids and to waive technical errors as heretofore set forth. Miami Shores Village reserves the right to award by lowest total, or whatever manner is deemed to be in Miami Shores Village's best interest.

BID ACCEPTANCE PERIOD

Any bid submitted as a result of the solicitation shall be binding on the bidder for a minimum of ninety (90) calendar days following the bid opening date. Any bid for which the bidder specifies a shorter acceptance period may be rejected.

BID CLARIFICATIONS

If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, he should submit a written request for an interpretation. The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this invitation to bid to the individual named in the bid information sheet. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "PREBID QUESTION" and must include the solicitation number. The Village will respond to written inquiries received at least five (5) working days prior to the date scheduled for receiving the bids. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Miami Shores Village shall only be responsible for written explanations or interpretations that are issued in accordance herewith. If addenda are issued, the Village will email, mail or fax written addenda to any potential bidder who has provided their contact information to the individual named in the bid information sheet. Although the Village will make an attempt to notify each prospective bidder of the addendum, it is the sole responsibility of the bidder to remain informed as to any changes to the Invitation to Bid. No oral interpretations will be



made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the bidder waiving his/her right to dispute the bid specification.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by Miami Shores Village upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way, relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID ENVELOPES

Envelopes containing bids must be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company or Express Mail envelopes containing a sealed bid shall also be sealed and should be clearly marked with the invitation number, commodity, and date and hour of opening of bids. Failure to clearly mark envelopes may delay delivery and render the response late.

BID FORM SUBMISSION

Bids shall be submitted on the attached forms and in a sealed envelope. Bids not submitted on the attached bid forms may be rejected. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered. All bids must be signed, in ink, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to obligate the firm or corporation. BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.

BID RECEIPT AND OPENING

Miami Shores Village will receive sealed bid proposals until date and time indicated on the bid cover sheet. Bids must be delivered, by hand or mail, to the attention of the Village Clerk, Miami Shores Village Hall located at 10050 NE 2nd Avenue, Miami Shores, Florida 33138. Bids must be time stamped by the Village Clerk before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. FAXED or EMAILED BIDS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the firms submitting a bid, proposal, or reply will be publically read in an opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt records until such time as the agency provides notice of



an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

BID WITHDRAWAL

Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to Miami Shores Village of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to Miami Shores Village all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to Miami Shores Village; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted. The decision to allow or disallow bid withdrawal remains solely with Miami Shores Village.

CANCELLATION

Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Miami Shores Village. In addition to all other legal remedies available to the Miami Shores Village, the Village reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Miami Shores Village.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

CHANGE IN SCOPE OF WORK

Miami Shores Village may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract or purchase order signed by the Village Manager. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify Miami Shores Village in writing of this belief. If Miami Shores Village believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each bidder, by submitting a bid, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all bids shall be rejected if there is any reason for believing that collusion exists among the bidders. Miami Shores Village may or may not, at its discretion, accept future bids for the same work from participants in such collusion. More than one (1) bid from an



individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidder has interest in more than one (1) bid for the work being bid may result in rejection of all bids in which the bidder is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a bid for the work.

CONFLICT OF INTEREST

The contractor, by submission of its proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of Miami Shores Village is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation and the required form must be submitted with the bid proposal. The award is subject to all conflict of interest provisions of the laws of Miami Shores Village, Miami-Dade County and the State of Florida.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

ERRORS IN EXTENSIONS

If the unit price and the extension price are at variance, the unit price shall prevail.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases or 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The bidder certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value. The required form must be submitted with the bid proposal.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or appendix. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the minimum requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

Miami Shores Village accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.



FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, Miami Shores Village may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver may result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to Miami Shores Village for a maximum of three (3) years. These remedies shall be in addition to any other remedies that Miami Shores Village may have available.

FAILURE TO ENFORCE

Failure by Miami Shores Village at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Miami Shores Village to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS

Identical bids or bids which otherwise appear suspicious will be reported to the Village Attorney for investigation.

INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall indemnify, defend, and hold harmless Miami Shores Village and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and 2) is caused in whole or in part by any negligent act or omission of the contractor and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except for those wholly caused by the negligent act or omission of Miami Shores Village.

In any and all claims against Miami Shores Village or any of its agents or employees by any employee 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, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.



INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of Miami Shores Village; and Miami Shores Village shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. Miami Shores Village shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, Miami Shores Village shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation, normally provided by Miami Shores Village for its employees.

INFORMALITIES AND IRREGULARITIES

Miami Shores Village has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for Miami Shores Village to properly evaluate the bid, Miami Shores Village has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. Miami Shores Village reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items, total bid, or accept the bid that is most advantageous and in the best interest of Miami Shores Village.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance or that may in any manner affect the items under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The Village will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of such agreement by the Village. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

LOBBYING ACTIVITIES

All bidders should familiarize themselves with the requirement of the Miami Shores Village Code Chapter 2, Article VII (Code §§2-100 et seq.) regarding Lobbyist Registration, and should comply therewith.

NONAPPROPRIATION

All funds for payment by Miami Shores Village under any awarded contract are subject to the availability of an annual appropriation for this purpose by Miami Shores Village. In the event of non-appropriation of funds by Miami Shores Village for the services provided under the contract, Miami Shores Village will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days prior



written notice, but failure to give such notice shall be of no effect, and Miami Shores Village shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as nonresponsive. Miami Shores Village reserves the right to permit the bidder to withdraw non-conforming terms and conditions from its bid response prior to a determination by Miami Shores Village of non-responsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of bid, the bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this invitation or any awarded contract. All modifications to the contract or purchase order must be made in writing by Miami Shores Village.

OFFICIAL DOCUMENTS

Miami Shores Village is not responsible for expenses incurred prior to award. Miami Shores Village officially distributes solicitation documents through its website at www.miamishoresvillage.com. Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Village Clerk in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Miami Shores Village is not responsible for solicitation documents obtained from sources other than the Miami Shores Village website or the Village Clerk. Only vendors who properly obtain solicitation documents directly from the Miami Shores Village website or the Village Clerk will receive addenda and other important information if issued. Any potential bidder should register and/or provide contact information to the individual named in the bid information sheet. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE MIAMI SHORES VILLAGE WEBSITE OR THE MIAMI SHORES VILLAGE CLERK, IT IS HIGHLY RECOMMENDED THAT YOU DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.MIAMISHORES VILLAGE.COM AT NO COST.**

PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Miami Shores Village and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Miami Shores Village. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed



and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

PAYMENT PROCEDURES

Miami Shores Village has adopted best practices for its invoice payment procedures policy in order to help ensure that vendors providing goods and/or services to Miami Shores Village receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes (The Florida Prompt Payment Act). For further information, please call (305) 795-2207.

Several payment options are available to successful vendor, upon receipt of a correct invoice:

1. Check may be mailed to the remit address on the invoice. The check is sent to the Post Office after Miami Shores Village processes the approval.
2. Check may be picked up in Miami Shores Village. The vendor must pick up the check after Miami Shores Village processes the approval. The successful bidder or contractor must call (305) 795-2207 for detailed instructions.

PAYMENT TERMS AND DISCOUNTS

Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Miami Shores Village will pay the contractor within forty-five (45) days after the receipt of a correct invoice for the specified work.

Discounts for prompt payment requiring payment by Miami Shores Village within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by Miami Shores Village of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.

PUBLIC INFORMATION

Bids or proposals presented to Miami Shores Village as a result of this solicitation, any and all information contained therein may, at the appropriate time, be considered public record and may be made available in accordance with Florida Law. (See Page 3.)

PUBLISHED PRODUCT SPECIFICATIONS

The bidder should submit a copy of the manufacturer's published and advertised specifications, including warranty information, for the product(s) being offered, if applicable. Failure to provide these specifications may be cause for bid rejection. If the Village is unable to verify compliance with the specifications, the response may be rejected. The Village's inability to verify responsiveness may result in a determination of non-responsiveness and rejection.

PURCHASE ORDER REQUIREMENT

Purchases of Miami Shores Village are authorized only if a signed purchase order is issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. Miami Shores Village will not be liable for payment for any services provided under contract unless a valid purchase order has been issued to the contractor.



QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of Miami Shores Village that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. If the scope of work requires, bidders must be licensed contractors in the State of Florida and/or South Florida at the time of bid submission and be current with all insurance requirements per the licensing authority. The successful bidder will be required to apply for and obtain applicable building permits from the Miami Shores Village Building Department prior to project start date.

The bidder may also be required to give a past history and references in order to satisfy Miami Shores Village in regard to the bidder's qualifications. Miami Shores Village may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to Miami Shores Village all information for this purpose that may be requested. Miami Shores Village reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy Miami Shores Village that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the bidder having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the bidder at no cost to Miami Shores Village. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Miami Shores Village.

RECOVERY OF MONEY

Whenever, under an awarded contract, any sum of money shall be recoverable from or payable by the contractor to Miami Shores Village, the same amount may be deducted from any sum due the contractor under such contract or under any other contract between the contractor and Miami Shores Village. The rights of Miami Shores Village are in addition and without prejudice to any other right Miami Shores Village may have to claim the amount of any loss or damage suffered by Miami Shores Village on account of the acts or omissions of the contractor.

RIGHT TO INSPECT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Miami Shores Village from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment. These records shall be made available during



the term of the contract and the subsequent three (3) year period for examination and/or transcription by Miami Shores Village, its designees, or other authorized bodies.

RISK OF LOSS

Miami Shores Village shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of Miami Shores Village prior to acceptance by Miami Shores Village. Upon acceptance, the risk of loss or damage for goods shall pass to Miami Shores Village. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of Miami Shores Village or its employees.

TAXES

All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Miami Shores Village does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of Village-owned real property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Miami Shores Village to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Miami Shores Village, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Miami Shores Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

END OF GENERAL PROVISIONS



SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

INSURANCE REQUIREMENTS

The insurance required must be written by an insurer authorized to do business in the State of Florida and also have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide*. Prior to the time the contractor is entitled to commence any part of the project, work, or services under this contract, the contractor shall procure, pay for, and maintain at least the following insurance coverages and limits. The said insurance shall be evidenced by delivery to Miami Shores Village of 1) Certificates of Insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by Miami Shores Village, and listing all carriers issuing the said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. 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.
3. 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.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to Miami Shores Village by certified mail to: Miami Shores Village, 10050 NE 2nd Avenue, Miami Shores, FL 33138. The contractor shall also notify Miami Shores Village, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by the said contractor from its insurer; and nothing contained herein shall absolve the contractor of this requirement to provide notice.



2. Companies issuing the insurance policy, or policies, shall have no recourse against Miami Shores Village for payment of premiums or assessments for any deductibles that all are at the sole responsibility and risk of the contractor.
3. The term "Village" or "Miami Shores Village" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of Village and individual members, employees thereof in their official capacities, and/or while acting on behalf of Miami Shores Village.
4. Miami Shores Village shall be endorsed to the required policy or policies as an additional named insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Miami Shores Village to any such future coverage, or to Miami Shores Village's self-insured retentions of whatever nature.

MOTOR VEHICLE INDUSTRY LICENSING

The contractor shall comply with Chapter 320, Florida Statutes. Failure to comply may result in a determination of non-responsibility on the basis that the bidder is not qualified to legally contract with Miami Shores Village and may further cause such noncompliant offers to be rejected.

END OF SPECIAL PROVISIONS



ADDENDUM – REQUIRED FORMS

The following forms must be submitted with the Bid Proposal:

- A. Bid Proposal
- B. Bidder Acknowledgement
- C. Information Sheet - References
- D. Anti-Kickback Affidavit
- E. Sworn Statement on Public Entity Crimes

All of the listed forms must be submitted as part of the proposal package in order for the Bid to be considered complete and acceptable.



FORM A

BID PROPOSAL

Notice to Bidders: The undersigned declares that he/she has carefully examined the Invitation to Bid document and attended the **Mandatory Pre-Bid Site Visit** held on Tuesday, January 16, 2018 at 10:00 AM and is thoroughly familiar with the provisions and the scope of work to be performed.

The undersigned proposes to complete the scope of work in accordance with the specifications as provided in the Invitation to Bid 2018-Jan-01 for the following sum(s):

- | | |
|--|---------------------|
| 1. Prepare activity pool surface for resurfacing, including chipping marcite and sanding marcite surface | \$ _____ |
| 2. Resurfacing entire activity pool using manufacturer exposed aggregate surfacing | \$ _____ |
| 3. Chipping around existing floor tiles and jets | \$ _____ |
| 4. Replacing broken floor jets | \$ _____ |
|
TOTAL BID SUBMITTAL COST |
\$ _____ |

IT IS FURTHER AGREED THAT THE SCOPE OF WORK SHALL BE COMPLETED NO LATER THAN MARCH 3, 2018.

Bidder Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
Date Signed



FORM B

BIDDER ACKNOWLEDGEMENT

Bid Title: Miami Shores Village Aquatic Center Activity Pool Resurfacing

Bid Number: 2018-Jan-01

Sealed Bid Submittal: Miami Shores Village
Attn: Village Clerk
10050 N.E. 2nd Avenue
Miami Shores, FL 33138

Bids will be opened in the Village Hall Council Chambers located at 10050 N.E. 2nd Avenue, Miami Shores, FL 33138 unless otherwise specified. Bids must be received in accordance with the provisions outlined in this document.

Name of Vendor: _____

Federal ID Number: _____ A Corporation of the State of: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Authorized Signature: _____

Authorized Signatory's Name: _____
(Please print)



FORM C

INFORMATION SHEET - REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____ Title: _____

Number of years in Business: _____

List three (3) governmental agencies or companies where the product(s) and/or services have been provided in the last year.

1. Agency/Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____ Title: _____
Project name & Date Product Provided: _____
Description of Work: _____

2. Agency/Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____ Title: _____
Project name & Date Product Provided: _____
Description of Work: _____

3. Agency/Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____ Title: _____
Project name & Date Product Provided: _____
Description of Work: _____



FORM D

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS (Subscribed and Sworn)

Before me, the undersigned notary, _____ (name of Notary before whom affidavit is sworn), on this _____ (day of month) day of _____ (month), 20 _____ personally appeared _____ (name of affiant), know to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ (his/her) oath, deposes and says:

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 of gift, directly or indirectly by me or any member of my firm or by an officer of the company or corporation.

Signature of affiant

Address of affiant, line 1

Printed name of affiant

Address of affiant, line 2 (City, State, Zip)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me this _____ day of _____ (month), 20 _____ (year),
by _____ (name of person making statement)
_____ (title of person making statement)

Signature of Notary Public – State of Florida

Stamp Commissioned Name Below:

Print Name of Notary Public

Personally known _____ OR Produced Identification _____

Type of Identification Produced _____

