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Firm Submitting Proposal

**REQUEST FOR PROPOSALS**



**RFP NO:** 2017-02

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**TITLE:** McDonald Center Renovation

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**ADVERTISEMENT:** February 2, 2017

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**MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT:** February 14, 2017 TIME: 10:00 AM

**DEADLINE FOR QUESTIONS:** February 16, 2017 TIME: 5:00 PM

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**SUBMISSION DUE DATE:** February 28, 2017 TIME: 2:00PM

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**SUBMIT TO:** Procurement Management Division  
ATT: Meghan Cianelli Bennett  
17011 North East 19th Avenue, Room 315  
North Miami Beach, Florida 33162

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**1<sup>ST</sup> REVIEW COMMITTEE MEETING:** March 2017  
City Hall 2<sup>nd</sup> Floor Commission Chambers  
17011 Ne 19 Avenue, North Miami Beach, FL 33162

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**CITY OF NORTH MIAMI BEACH  
RFP NO. 2017-02  
REQUEST FOR PROPOSALS  
McDonald Center Renovation**



Thursday, February 02, 2017

Dear Potential Respondent:

The City of North Miami Beach, FL invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Tuesday, February 28, 2017**, for **RFP No. 2017-02 McDonald Center Renovation**. Interested firms may secure the solicitation package and all other pertinent information by visiting <http://www.citynmb.com/purchasing> or at [DemandStar.com](http://DemandStar.com).

**Scheduled of Events**

RFP Available	<b>Date</b> February 2, 2017
Pre-Proposal Meeting and Site-Visit	February 14, 2017
Last Date Receipt of Questions (by 5:00 pm EST)	February 16, 2017
Proposals Due (2:00 pm EST)	February 28, 2017
Evaluation Committee Review Meetings	March 2017
Oral Interviews with Finalists / Selection of First Ranked Proposer	March 2017
City Commission Resolution to Negotiate and/or Award	March 2017

The City is soliciting proposals from highly qualified construction companies and general contractors to renovate the restrooms, kitchen, replace VCT tile, baseboards, acoustical tiles and paints interior walls and doors. The selection of the successful respondent(s) shall be at the City’s discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

**A Mandatory Site Visit and Pre-Proposal Meeting will be held on Tuesday, February 14, 2017 at 10:00 AM at McDonald Center, 17051 NE 19 AVE North Miami Beach, FL 33162.** Proposers are required to attend the site visit and pre-proposal conference. **Questions regarding this solicitation shall be submitted in writing to [bids@citynmb.com](mailto:bids@citynmb.com) no later than 5:00 PM on Thursday, February 16, 2017.** Responses to those questions considered material to the solicitation will be made available as formal addenda to the City’s Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and one (1) flash drive**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked “**RFP No. 2017-02 McDonald Center Renovation.**” The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly recorded and firm names read aloud in the City Hall 2<sup>nd</sup> Floor Commission Chambers on the due date/time noted above. The City of North Miami Beach 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 City.

Meghan Cianelli Bennett  
Purchasing Supervisor  
City of North Miami Beach

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

## SECTION 1.0 GENERAL TERMS AND CONDITIONS

### 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 Proposers prior to the opening of Bids.

**Advertisement for Proposals:** The public notice inviting the submission of proposals 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.

**Calendar Day:** Every day shown on the calendar.

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

**Contract:** The written agreement between the City and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

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

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

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

**City:** A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, who's governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

**City Manager:** The Manager of the City of North Miami Beach, Florida.

**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 City'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 the City of North Miami Beach.

**Owner:** The term Owner as used in this Contract shall mean the City of North Miami Beach.

**Performance Deposit:** Certified Bank Check executed by the Contractor, on the attached forms, 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.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Proposal:** The written offer of a proposer to perform the work or service.

**Proposal Documents:** Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Proposal Form:** The form on which proposals are submitted.

**Proposer:** Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

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

**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.

The words **“Work”, “Services”, “Program”, or “Project”**: All matters and things required to be done by the proposer 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 City'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 City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

## 2. **VENDOR REGISTRATION INSTRUCTIONS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit proposals. At the time of contract award (including small purchase orders), Proposers must complete a Vendor Application. For information and to apply as a vendor, please visit our website at [www.Citynmb.com/Purchasing](http://www.Citynmb.com/Purchasing) to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to [www.Citynmb.com](http://www.Citynmb.com).

## 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 bid.

Pursuant to Section 2-11.1(t) of the County Code, all Bid 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 Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically mailed to [bids@Cityymb.com](mailto:bids@Cityymb.com) or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, Proposer, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at [bids@Cityymb.com](mailto:bids@Cityymb.com).

#### **4. PROPOSERS RESPONSIBILITIES**

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer 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 City or the compensation due the Proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

#### **5. SUBMISSION OF PROPOSALS**

- A. Proposals and Addenda thereto shall be enclosed in sealed envelopes addressed to the Purchasing Supervisor, Meghan Cianelli Bennett, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the Proposer, the solicitation number, the date and hour of the proposal opening, and the solicitation title shall be placed on the outside of the envelope.
- B. Proposals must be submitted on the forms furnished. E-mailed and facsimile Proposals will not be considered. Proposals shall be dated and time stamped in Room 315 prior to proposal opening. Proposers shall have sole responsibility of insuring delivery of proposals on time and to the proper location.
- C. Proposers requesting a copy of the evaluation tabulation shall include a stamped, self-addressed envelope.
- D. Proposals should be submitted in duplicate. Submit one original and one copy. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

**6. ADDENDA**

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer 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 Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

**7. REJECTION OF PROPOSAL**

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

**8. WITHDRAWAL OF PROPOSAL**

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B. Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

**9. LATE PROPOSALS OR MODIFICATIONS**

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

**10. CONFLICTS WITHIN THE SOLICITATION**

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

**11. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Chief Procurement Officer 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 proposal, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. **Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Chief Procurement Officer by 5:00 PM, February 16, 2017.**

**12. INVOICING/PAYMENT**

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3<sup>rd</sup> Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

**13. COMPETENCY OF PROPOSERS**

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals 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 City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this proposal or otherwise.

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

**To the City**

Contract Manager  
City of North Miami Beach  
Attention: Paulette Murphy  
Phone: (305) 948-2957  
E-mail: [paulette.murphy@citynmb.com](mailto:paulette.murphy@citynmb.com)  
and,

**To the Chief Procurement Officer**

Procurement Management Division  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946 Fax: (305) 957-3522  
Email: [bids@Citynmb.com](mailto:bids@Citynmb.com)  
and,

**To the City Attorney**

Jose Smith  
City Attorney  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, FL 33162  
Phone: (305) 948-2939 Fax: (305) 787-6004

**To the Proposer**

Notices will be sent to the proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, 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.

**15. EMPLOYEES**

All employees of the proposer shall be considered to be at all times the sole employees of the proposer under the proposer's sole direction, and not employees or agents of the City of North Miami Beach. The proposer shall supply competent and physically capable employees and the City is authorized to require the proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

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

**16. AWARD OF PROPOSAL**

The Evaluation Committee will make a recommendation based upon evaluation criteria, highest ranking. The City reserves the right to award to more than one proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

**17. PROTESTS**

- A. Right to protest. Any proposer or interested parties (hereinafter collectively referred to as the "proposer") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the City 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 established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.
  1. Any protest concerning the RFP 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 Chief Procurement Officer with copy to the City Manager and City 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 RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
  2. Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent 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. All proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City 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 City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall

be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City 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 City Manager, the City 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 City and attorney's fees incurred by the City in defense of such wrongful action.
- F. Distribution. A copy of each decision by the City Manager and the City 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 City shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the City Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the City.
- 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 City 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 City Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the RFP in question.
- K. The determination of the City Manager and the City Attorney with regards to all procedural and technical matters shall be final.**

## **18. AGREEMENT**

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

## **19. DISQUALIFICATION OF PROPOSERS**

A Proposer may be disqualified temporarily or permanently and his/her proposal(s) rejected for:

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

## **20. SUBCONTRACTING**

Refer to Section 2, *Special Conditions*.

## **21. ASSIGNMENT**

The successful Proposer 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 City and City's approval.

## **22. FRAUD AND MISREPRESENTATION**

In accordance with City Purchasing Policy 3.6 and 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 City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City 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.

**23. COLLUSION**

The Proposer, by affixing his signature to this proposal, agrees to the following: "Proposer 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 City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**24. PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the Proposer, if awarded a contract, shall save harmless and fully indemnify the City 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 City, 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.

**25. 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 Proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

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

Proposers 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 Proposer shall not submit any information in response to this invitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer 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.

**26. EXCEPTIONS TO PROPOSAL**

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, 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 City shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP.)

**27. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless the City of North Miami Beach 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 City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, 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 Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer 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 City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover the City of North Miami Beach, 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.

**28. 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).

**29. 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.

**30. QUANTITIES**

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

**31. CLAIMS**

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

**32. 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.

**33. 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.

**34. 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.

**35. DRUG-FREE WORKPLACE PROGRAM**

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

**36. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposers shall sign and submit this attached form indicating understanding and compliance with the City's and 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 Proposer may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

**37. ACCESS TO RECORDS**

The City reserves the right to require the proposer to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The proposer shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

**38. GREEN PROCUREMENT POLICY**

Proposers shall be required to comply with City's Green Procurement Policy, as provided for in the City's Purchasing Policy and Procedures.

**39. INSURANCE REQUIREMENTS**

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

- A. Worker's Compensation Insurance for all employees of the proposer as required by Florida Statute 440. Should the proposer be exempt from this Statute, the proposer and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.** Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. 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 City's Risk

Management Division.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.**

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The proposer 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 City. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

**40. CITY WEBSITE**

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: [www.Citynmb.com/Purchasing](http://www.Citynmb.com/Purchasing).

**41. DISCLAIMER**

The City of North Miami Beach 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 proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all proposals are analyzed, proposer(s) submitting proposals that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the RFP, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this RFP constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases the City of North Miami Beach shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

**42. CONFIDENTIALITY**

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, proposer acknowledges that the materials submitted with the proposal and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

**43. 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 or their authorized representatives.

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

The proposer 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 proposer shall perform the same as though they were specifically mentioned, described and delineated.

The proposer 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 City's Contract Manager.

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

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

**44. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The proposer warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the proposer deemed necessary in order to determine the price the proposer 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 Proposal Form. The City shall have no obligation to pay the proposer 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 City and the proposer.

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

**45. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the proposer may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

**46. MANNER OF PERFORMANCE**

- A. The proposer shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the proposer in all aspects of the Services. At the request of the City, the proposer shall promptly remove from the project any proposer'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 proposer.
- B. The proposer agrees to defend, hold harmless and indemnify the City 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 City, occurring on account of, arising from or in connection with the removal and replacement of any proposer's personnel performing services hereunder at the behest of the City. Removal and replacement of any proposer's personnel as used in this Article shall not require the termination and or demotion of such proposer's personnel.
- C. The proposer 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 proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City 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 proposer 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 proposer shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The proposer 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.

**47. INDEPENDENT CONTRACTOR RELATIONSHIP**

The proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. 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 proposer's 's sole direction, supervision and control. The proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the proposer s relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

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

**48. AUTHORITY OF THE CITY'S CONTRACT MANAGER**

- A. The proposer hereby acknowledges that the City's Contract 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 without limitations: 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 proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the proposer and the Contract Manager are unable to resolve their difference, the proposer 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.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract 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 City 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 City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City 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 proposer 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 City 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. All such disputes shall be submitted in writing by the proposer to the City 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 City 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. The City Manager shall render a decision in writing and deliver a copy of the same to the proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **49. MUTUAL OBLIGATIONS**

- A. 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.
- B. 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.

- C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City 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.

**50. 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.

**51. SUBSTITUTION OF PERSONNEL**

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

**52. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City 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.

**53. 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.

**54. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. 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 City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City 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 City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City 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 City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City 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 City:
  - 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 City's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the City and deliver to any location designated by the City 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 City under the Agreement.
- G. In the event that the City 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.

## **55. 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 City 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 City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City 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 City the requested assurances within the prescribed time frame, the City 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 City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**56. 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 City 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 City may also bring any suit or proceeding for specific performance or for an injunction.

**57. PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City 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 City'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 City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City 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 City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### **58. PROPRIETARY RIGHTS**

- A. The proposer hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the proposer hereunder or furnished by the proposer to the City and/or created by the proposer for delivery to the City, 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 proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the City, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer 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 City'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 proposer and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the proposer 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 proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the proposer's performance hereunder.

#### **59. VENDOR APPLICATION AND FORMS**

Proposer shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render

the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**61. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City 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, Department 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 County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. 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.

**61. NONDISCRIMINATION**

During the performance of this Contract, proposer 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 City, the proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the proposer or any owner, subsidiary or other firm affiliated with or related to the proposer is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the proposer was not in violation at the time it submitted its affidavit.

**62. CONFLICT OF INTEREST**

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City 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 proposer in the Agreement. The Agreement is entered into by the proposer without any connection with any other entity or person making a proposal 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 City, 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 proposer 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 proposer's knowledge, any subcontractor or supplier to the proposer.
- C. Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest which is in conflict with the proposer's faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the City 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 City'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 proposer 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, proposer shall promptly bring such information to the attention of the City's Contract Manager. Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions proposer receives from the Contract Manager in regard to remedying the situation.

**63. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the proposer first obtains the written approval of the City. Such approval may be withheld if for any reason the City 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, Commission 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 City; and

- C. Represent, directly or indirectly, that any product or service provided by the proposer or such parties has been approved or endorsed by the City, except as may be required by law.

**64. BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the proposer has with the City, the proposer 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 proposer under federal bankruptcy law or any state insolvency law.

**65. 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.

**66. 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 proposer and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**67. VERBAL INSTRUCTIONS PROCEDURE**

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

**68. PROHIBITION OF INTEREST**

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

**69. 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 City 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.

**70. E-VERIFY**

Proposer acknowledges that the City may be utilizing the proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by proposer during the Agreement term. The proposer is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

**71. FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

**72. BUDGETARY CONSTRAINTS**

In the event the City 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 proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

**73. ANNEXATION**

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

**74. SOVEREIGN IMMUNITY**

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

END OF SECTION

## **SECTION 2.0 SPECIAL CONDITIONS**

### **1. COMPETENCY OF PROPOSERS**

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

The Proposer 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. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2. PERFORMANCE OF SERVICES**

Proposer agrees to perform contracted 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 City may be rejected.

### **3. CONTRACT TERM**

Proposer shall obtain Final Completion of all work within ninety (90) calendar days from the date stated in the Notice to Proceed or Purchase Order issued by the City.

### **4. SCHEDULE OF EVENTS**

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

<b>Event</b>	<b>Date</b>
RFP Available	February 2, 2017
Pre-Proposal Meeting	February 14, 2017
Last Date Receipt of Questions (by 5:00 pm EST)	February 16, 2017
Proposals Due (2:00 pm EST)	February 28, 2017
Evaluation Committee Review Meetings	March 2017
Oral Interviews with Finalists / Selection of First Ranked Proposer	March 2017
City Commission Resolution to Negotiate and/or Award	March 2017

### **5. VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS**

Any variations from RFP 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.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, proposers shall notify the Procurement Division in writing at least ten (10) working days before the RFP opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

### **6. PROPOSER AS AN INDEPENDENT CONTRACTOR**

It is expressly agreed that the Proposer is an independent contractor and not an agent of City. The Proposer shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

## 7. PROTECTION OF PROPERTY

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

## 8. PROPOSER'S REPRESENTATIONS

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

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

## 9. LICENSES

To be eligible for award of this project, the Proposer must possess at time of bid opening that State of FL Certified General Proposer. Proposer shall include copies of above licenses with RFP. Business Tax Receipt must be in effect as required.

## 10. MANDATORY SITE VISIT AND PRE-PROPOSAL CONFERENCE

A Mandatory Site Visit and Pre-Proposal Conference will be held on **Tuesday, February 14, 2017 at 10:00 AM at McDonald Center, 17051 NE 19 AVE North Miami Beach, FL 33162**. Proposers are required to attend the site visit and pre-proposal conference.

Each proposer is required, prior to submitting a Proposal, to visit the premises and acquaint himself/herself with the needs and requirements of the project(s). The Proposer shall also carefully examine the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract. No plea of ignorance, by the proposer of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer 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 City or the compensation to the Proposer.

## 11. PERFORMANCE, LABOR AND MATERIAL PAYMENT BONDS

Within ten (10) days of the award of contract, the Proposer shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the City of North Miami Beach. The bonds should provide that the surety's liability will be co-extensive with the Proposer's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance.

- a) A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor and materials from the date of final acceptance of the work.
- b) A Labor and Material Payment Bond.

## 12. PROPOSER'S RESPONSIBILITY

The Proposer shall visit the site of the work and examine the plans, and it will be assumed that the Proposer has investigated and is fully informed as to the conditions and materials to be encountered as to character, quality, and quantities of work to be performed, and materials to be furnished, and as to the requirements of the plans.

In the event Proposer discovers any apparent error or discrepancy, immediately call it to the attention of the City's Project Manager or the Chief Procurement Officer for interpretation or decision, and such decision shall be final. Proposer shall advise the City in writing, by the deadline for questions stated herein, of any conditions which may adversely affect the

work.

No exceptions will be considered on behalf of the Proposer, after the bids are opened, for any error or negligence in determining the site conditions; and, the Proposer shall become responsible for any changes to the work required as a consequence of such pre-existing conditions.

### **13. PRE-CONSTRUCTION MEETING**

Soon after Proposer has been notified of award of RFP, Proposer, and City shall agree upon a date and time for a pre-construction meeting. The Proposer 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.

The following matters (if applicable), at a minimum, shall be discussed and presented at this meeting:

- Signed contract
- Certificates of Insurance
- Performance and Payment Bonds
- Project Managers

Schedule of Values - The Schedule of Values shall allocate the entire contract sum among the various portions of the work, and be prepared in such form and supported by such data to substantiate its accuracy. This Schedule shall be used as a basis for reviewing the Proposer's Applications for Payment.

Construction Schedule with Critical Path Method or Bar Chart Procedure with start and completion dates for each task.

- Notice to Proceed
- Schedule of on-site construction progress meetings
- Shop drawings
- As-builts
- Surveys
- Applications for progress payments
- Change orders
- Project signs
- Field office/telephone/plan table/portable toilet
- Securing of construction site
- Subcontractors
- Staging area
- Material deliveries
- Cities scheduled events affecting involved facility/site
- Material samples for selection by City of style, color, etc.
- Construction plans on site
- Training of City staff on the use and maintenance of materials and/or equipment

### **14. MATERIALS, INSPECTION, AND RESPONSIBILITY**

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

### **15. PROGRESS MEETINGS**

The Project Managers will schedule and hold regular on-site progress meetings at least weekly, and at other times as requested by the City Project Manager. The City, Proposer, and all subcontractors active on the site shall be represented at each meeting. City or Proposer may request attendance by representatives of suppliers or manufacturers. The purpose

of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve problems which may develop.

## **16. PROGRESS PAYMENTS**

Based on Applications for Payment submitted to the City by the Proposer, and Certificates for Payment issued by the Architect/Engineer or City, the City shall make progress payments to the Proposer based on the Schedule of Values and percentage of completion, or units completed. A retainage of ten percent (10%) will be deducted from the monthly payment. The City shall reduce the retainage to five percent (5%) after successful completion of fifty (50%) of work.

Applications for Payment shall indicate the percentage of completion of each portion of the work, or the volume, area, or linear measurement of work completed as of the end of the period covered by the Application for Payment. The period covered by each Application for Payment shall be one calendar month or as otherwise agreed upon at the Pre-construction Conference.

## **17. NOTICE TO PROCEED**

The date of commencement of construction will be established during the Pre-Construction Conference, which shall be held shortly after the award of contract, and will be stated in the Notice to Proceed.

## **18. SUBSTANTIAL COMPLETION**

For the purpose of this project, Substantial Completion shall be defined as that point which the City has occupancy and/or use of the facility under construction, including equipment and systems installed.

## **19. FINAL COMPLETION**

For the purpose of this project, Final Completion shall be defined at that point after which the Director of Public Utilities or his representative, the City's Building Official, and the using Department have made and approved the Final Inspection and the Punch List has been completed, and all deliverable have been provided to the City.

## **20. SUBCONTRACTS**

The Proposer will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Proposer shall furnish in writing to the City the names of the Subcontractors. The Proposer shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City at the Pre-Construction meeting.

## **21. SUPERVISION**

The Proposer 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 City. He shall at all times take proper precautions to protect his work and materials from damage and disfigurement until accepted.

## **22. PERMITS**

The Proposer shall obtain all permits and call for inspections required for this project. The Building Dept. is mandated to charge fees. The Proposer shall be responsible for the payment of the following 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 Proposer at normal rate and all costs shall be borne by the Proposer. The Proposer shall obtain all required permits to do the job. Proposer shall present the City with proof of payment for said permit fees.

## **23. PROTECTION OF PROPERTY**

The Proposer shall take extra precaution to protect all property while removing and replacing materials and equipment. Any damage done by the Proposer, 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 Director of the Department of Public Utilities.

#### **24. WARRANTY**

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.

#### **25. FINAL ACCEPTANCE**

The Final Inspection shall be made only after the City 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 City's rights to demand replacement of defective materials and workmanship.

#### **26. SAFETY**

Proposer 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.

#### **27. ASBESTOS**

No asbestos containing materials have been designed into this project, nor have been specified. Proposer shall use no asbestos-containing materials in the execution of the work covered by these specifications.

#### **28. TRAINING**

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

#### **29. MANUALS**

Proposer shall provide two (2) manufacturers' training and maintenance manuals for any equipment installed.

#### **30. CHANGE ORDERS**

Each Change Order to the Contract must be supported in writing and signed by the Proposer and the City. Without this prior written authorization, the City will not pay for extra work performed. The amount of Proposer's overhead and profit allowed for any change order, whether increase or decrease, shall not exceed the following limits for work by the Proposer:  
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 Proposer, Proposer's combined overhead and profit limits allowed will not exceed 5% of the actual direct cost of the work. The A/E of Record 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, etc.

#### **31. CLEAN UP**

Proposer shall remove and dispose of any dirt or debris resulting from this project. All debris shall be disposed of at an authorized dumping facility. Dump tickets shall be submitted to the City with each pay request.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures or landscaping affected or damaged during completion of this project shall be restored to an equal or better condition. Paint shall be touched up if and where needed. Proposer's equipment and surplus material shall be removed from site.

### 32. ARCHITECT/ENGINEER OF RECORD

The A/E of Record 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.

### 33. CONTRACT TIME/LIQUIDATED DAMAGES

Applicable liquidated damages are the amounts established in the following schedule:

<u>Contract Amount</u>	<u>Daily Charge per Calendar Day</u>
\$50,000 and under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1423
\$2,500,000 but less than \$5,000,000	\$2121
\$5,000,000 but less than \$10,000,000	\$3057
\$10,000,000 but less than \$15,000,000	\$3598
\$15,000,000 but less than \$20,000,000	\$4544
\$20,000,000 and over	\$8537 plus 0.00027 of any amount

Work shall commence immediately upon Notice to Proceed, which may be in the form of a signed Purchase Order, as time is of the essence for completion.

The City and the Proposer shall recognize that time is of the essence and that the City will suffer financial loss if the work is not completed within the times specified in the above paragraph, plus any extensions thereof approved by the City in writing. They shall also recognize the delays, expense, and difficulties involved in proving in an arbitration proceeding the actual loss suffered by the City if the work is not completed on time. Accordingly, instead of requiring such proof, the city and the Proposer agree that as liquidated damaged for delay (but not as a penalty) the Proposer shall pay the Owner (refer to above schedule) for each day that expires after the time specified above for Substantial Completion and one hundred dollars (\$100.00) for each day that expires after the time specified above for Completion and ready for final payment until the Work is Complete.

### 34. AS-BUILT DRAWINGS

A set of drawings, which depicts the actual as-built conditions of the completed construction, provides the user with a permanent record of each project feature. These working as-built drawings will typically be red lined mark ups of the Construction plans. The working As-built drawings must be reviewed at least periodically by the City's Project Manager in conjunction with the approval of progress payments. The contract requires the Proposer to prepare, maintain and deliver to the City a set of redlined, record drawings, which show the actual as-built conditions of the construction phases.

City will provide CAD file that will be the base for the as-built which shall be signed and sealed by a registered Professional Land Surveyor.

### 35. PROPOSER'S WORK AND STAGING AREA

- a) As applicable, the Proposer shall use only site areas designated by the City as Proposer Staging area for the project. The Proposer shall keep this area in a secure, clean and orderly condition, and shall be responsible for screening and fencing the area so as not to cause a nuisance or sight obstruction to motorists or pedestrians.
- b) Responsibility for protection and safekeeping of equipment and materials at or near the sites will be solely that of the Proposer and no claim shall be made against the City.
- c) Upon completion of the Contract, the Proposer shall remove from the storage areas all of their equipment, temporary fencing, surplus materials, rubbish, etc., and restore the areas to their original condition.

d) Proposer's insurance shall extend coverage to all designated storage areas.

***END OF SECTION***

## **SECTION 3.0 SCOPE OF SERVICES**

### **1. PURPOSE AND INTENT**

The City of North Miami Beach, Florida is soliciting proposals from highly qualified construction companies and general Proposers to renovate the restrooms, kitchen, replace VCT tile, baseboards, acoustical tiles and paints interior walls and doors. The project also includes design sketches for approved City of North Miami Beach permitting and DERM permit costs.

### **2. DESCRIPTION OF CITY OF NORTH MIAMI BEACH**

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community.

### **3. MCDONALD CENTER RENOVATION SCOPE OF SERVICES**

Project to include all necessary plumbing, electrical, carpentry, tile and other trades as necessary. Project drawings, site plans and shop drawings as required in order to pull permits with Miami Dade DERM, Fire Dept. and North Miami Beach Building Department. Proposer shall agree to provide estimated permit costs.

Proposers shall agree to provide the City with the following:

#### **A. Activity Rooms 1, 2 and 3 and Main Hallway**

1. Installation of approximately 4,000 sq. /ft. of VCT floor tile over existing VCT tile with transition strip if applicable. Old floor to be prepared properly to accept new tile. (sq. /ft. to be confirmed by proposer) - Design and pattern will be determined, provide additional costs for VCT floor design.
2. Installation of approximately 325 lf of 4" vinyl base (Lf/ft. to be confirmed by proposer). Color to be determined by the City.
3. Painting - Preparation, application, workmanship, completion, and acceptance shall be in accordance with paint manufacturer's specifications. Sand and top coat all wooden doors.
4. Remove old and install new, approximately 4000 sq./ft. of equivalent Ceiling tile (sq./ft. to be confirmed by proposer)
5. Remove old 2x4 standard lighting fixtures in activity rooms and install new LED Lighting.
6. Remove old and Install new PVC Vertical Blinds for 3 Windows, approximately 8x8ft, 12x4ft, and 12x4ft.

#### **B. Men's and Women's Restrooms**

7. Demo entire bathrooms to include walls, floor tile, 6 toilets, 2 urinals, and 6 sinks counter tops, mirrors, partitions and all accessories, to include soap dispenser, towel dispensers, toilet tissue dispensers and hand dryers.
8. Install new walls, floor tile, 6 toilets, 2 urinals, 6 sinks counter tops, mirrors, partitions and all accessories. Tile Wall will require a border, height to be determined by the City.
9. Install 2 new changing stations, Koala Kare Products KB200.
10. Install new drywall. Installation of backing for ADA Grab-bars, partitions, countertops and dispensers required.
11. Install ADA restrooms as required by law and code. Drawings as required by the proposer.
12. Wall tile approximately 2,000 sq./ft. (sq./ft. to be confirmed by proposer)
13. Floor tile approximately 600 sq. /ft. (sq./ft. to be confirmed by proposer)
14. Install approximately 425 lf of tile cove base, Range of \$3 to \$4. (Lf to be confirmed by proposer)
15. Proposer to supply sample of all tiles prior to installation

#### **C. Kitchen**

16. Demo of kitchen cabinets, countertop and sink
17. Installation of new laminate kitchen cabinets, Formica countertop and Stainless steel sink
18. Installation of new VCT tile over existing tile with transition strip where applicable.

19. Remove old and install new equivalent Ceiling tile (sq./ft. to be confirmed by proposer)

**D. Hardware/Accessories/Tile and other**

20. All Restroom Accessories, toilets, sinks and appliances to be Commercial Grade American Standard or better- White, with Sloan valve.
21. Restroom Partitions to be solid surface similar to Wilsonart Bobrick- #4674 Evening Tigris
22. Restroom tiles:
  - a. Floor- similar to Mohawk Viella, Ramage Grey in 18x18
  - b. Walls-- Mohawk-similar to Viella, Ramage Grey in 12x24
  - c. Range of \$3.00-4.00 per tile.
23. VCT Tile: Armstrong Standard- colors to be determined
24. Paint in Egg Shell finish- colors to be determined
25. Bathroom and Kitchen Countertops Formica- color to be determined
26. The baby changing station, in similar to Koala Kare Products KB200.
27. Hand Dryer- "V" hand dryer in Sprayed Nickel
28. Laminate kitchen cabinets and Stainless steel sink
29. LED Lighting Lithonia 2GTL4 4400LM LP840 (2x4 LED lay-in troffer, Lumens 4429, Color Temperature 4000k, Lens Type Patterned #12 acrylic)

Proposers may agree to provide the City with the following (Add-on Items):

**E. Surveillance System**

1. Two (2) EasternCCTV DVR 1080P 4 in 1 DVR model # ED8216TEC with 2TB memory (or similar)
2. Eight (8) EasternCCTV Exterior Cameras AHD-VP2m350VF-2812 (or similar)
3. Twenty Four (24) EasternCCTV interior cameras HAD-IRD@M24-2.8mm/3.6mm (or similar)
4. Labor and installation and training included

***END OF SECTION***

**SECTION 4.0 PRICE PROPOSAL (25 Points)**

**THIS FORM IS REQUIRED**

1. Submit an all-inclusive cost statement. Provide a detailed cost statement for providing the services indicated in Section 3.0 Scope of Services. Itemize fees, expenses and any optional costs separately. Proposer may provide additional supporting documents as needed but include the total all-inclusive cost statement in Table 1.
2. The City will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.
3. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with the City.
4. Table 1 – All Inclusive Cost (Section 3.0 Scope of Services for Items A-D)

Item	Description	Total Cost
1.	Activity Rooms 1, 2 and 3	\$ _____
2.	Main Hallway	\$ _____
3.	Men's Restroom	\$ _____
4.	Women's Restroom	\$ _____
5.	Kitchen	\$ _____
6.	Permit Fees	\$ _____
	Total	\$ _____

5. Table 2 – All Inclusive Cost (Section 3.0 Scope of Services (Add on Item E)

Item	Description	Total Cost
7.	Surveillance System	\$ _____

6. Rates for Additional Professional Services: If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this RFP or to perform

additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

- 7. Option to Renew for One (1) Additional Year - The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion of that initial term, at the City's sole discretion, the City shall have one (1) option to renew the contract.

**[Signature is required at the end of this Section 4.0]**

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

***END OF SECTION***

## SECTION 5.0 PROPOSAL FORMAT

Respondents shall submit One (1) original complete proposal package, Three (3) duplicate copies of said package and one (1) flash drive or CD copy, to the City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19<sup>th</sup> Avenue, 3<sup>rd</sup> Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked “**RFP No. 2017-02 McDonald Center Renovation**”.

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

**A) SCOPE OF SERVICES PROPOSED**

Clearly describe the scope of services available. Include details of your firm’s general approach, proposed solution and a timeline of major events.

**B) OVERALL BUSINESS APPROACH / INVESTMENT / PROPOSED FINANCIAL PLAN**

This section of the Proposal should provide information as to the overall business approach to the outlined scope of services.

**C) FIRM QUALIFICATIONS AND EXPERIENCE**

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

**D) EXPERIENCE OF KEY PERSONNEL**

This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work.

**E) FIRM’S RESOURCES AND EXPERIENCE WITH GOVERNMENTAL ENTITIES**

This section should identify the materials, equipment and any other external resources available to the proposing firm that are proposed to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.

**F) CLIENT REFERENCES**

Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least two (2) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance.
- Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States?
- What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?
- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

**G) REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS**

- All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.
- Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

***END OF SECTION***

**SECTION 6.0 EVALUATION CRITERIA**

**1. EVALUATION METHOD AND CRITERIA**

All proposals will be reviewed and evaluated by an Evaluation Committee. A recommendation for award will be submitted to the City Manager for final approval. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made only to responsible, licensed Proposers possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as Proposer integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

- 2. The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

	<b>Evaluation Criteria</b>	<b>Available Points 100</b>
1.	Business Approach and Scope of Services Proposed	30
2.	Experience and Qualifications	30
3.	Total Cost of Proposed Services (Table 1)	25
4.	Experience and with Governmental Entities	5
5.	Client References	10

- 3. The above is provided to assist the Respondents in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Respondents by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach’s best interest, to request additional information or clarification from Respondents.

**4. ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS**

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Respondent’s Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist’s proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

**5. NEGOTIATIONS**

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer’s best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

**6. CONTRACT AWARD**

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

***END OF SECTION***

## **SECTION 7.0 REQUIRED FORMS**

**7.1 STATEMENT OF “NO” PROPOSAL**

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of “No” Proposals Sheet and return, prior to the RFP Due Date established within, to:

**The City of North Miami Beach  
Procurement Management Division, Room 315  
17011 NE 19th Avenue  
North Miami Beach, Florida 33162**

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: \_\_\_\_\_ Title \_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for “NO” Proposal:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

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**7.2 ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

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

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**7.3 PROPOSAL SIGNATURE PAGE FOR CORPORATION**

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President _____	_____
Vice-President _____	_____
Secretary _____	_____
Treasurer _____	_____
Registered Agent _____	_____

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

\_\_\_\_\_

\_\_\_\_\_

Post Office Address \_\_\_\_\_ PROPOSER:

\_\_\_\_\_

(CORPORATE NAME)

\_\_\_\_\_  
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: \_\_\_\_\_  
SECRETARY

YES [ ] NO [ ]

If no, give address of principal place of business: \_\_\_\_\_  
\_\_\_\_\_

**7.4 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP**

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PROPOSER

\_\_\_\_\_  
(FIRM NAME)

Witnesses:

(SEAL)

\_\_\_\_\_  
SIGNATURE AND E-MAIL ADDRESS

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Title (Sole Proprietor or Partner)

Post Office Address:  
\_\_\_\_\_

\_\_\_\_\_  
TELEPHONE

CITY in which fictitious name is registered.

\_\_\_\_\_  
Attach a copy of proof of registration

**7.5 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.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
NAME OF COMPANY

**7.6 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.”

The City of North Miami Beach policy 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 Proposer, vendor, consultant, or business with whom the City 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. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any Proposer, 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.

SIGNATURE	PRINTED NAME
NAME OF COMPANY	TITLE

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

**7.7 SOURCE OF INFORMATION**

How did you find out about this solicitation? Check all that applies.

- 1. www.Citynmb.com
- 2. www.demandstar.com
- 3. Daily Business Review
- 4. The Miami Herald
- 5. Referral/word-of-mouth  Specify Source: \_\_\_\_\_
- 6. Search Engine/Internet search
- 7. E-mail, newsgroup, online chat  Specify Source: \_\_\_\_\_
- 8. Banner or Link on another website
- 9. Flyer, newsletter, direct mail  Specify Source: \_\_\_\_\_
- Other  Specify Source: \_\_\_\_\_

*Please note: This survey form is used for internal Procurement purposes only.*



**7.9 SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC 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 **CITY OF NORTH MIAMI BEACH, 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 a 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 \_\_\_\_\_ Name of Notary

Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

**7.10 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 the City of North Miami Beach, 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: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_





**7.12 PROPOSER QUESTIONNAIRE**

- 1. Today's Date: \_\_\_\_\_
- 2. Name of Company Submitting Proposal: \_\_\_\_\_
- 3. How many years has your firm been in business under its present business name?: \_\_\_\_\_
- 3. Under what other former name(s) has your firm operated? \_\_\_\_\_  
\_\_\_\_\_
- 4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one:    No    Yes    If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_
- 5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one:    No    Yes  
If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_
- 6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one:    No    Yes  
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: \_\_\_\_\_  
\_\_\_\_\_
- 7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration. \_\_\_\_\_  
\_\_\_\_\_
- 8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9. State the name and title of the individual who will have personal management of the work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 10. State the name and address of attorney, if any, for the firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Bank references:

<b>BANK NAME</b>	<b>ADDRESS (CITY, STATE, ZIP)</b>	<b>PHONE NUMBER</b>
_____	_____	_____
_____	_____	_____

14. Firm has attached a current Certificate of Liability Insurance? Yes No

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, FLORIDA STATUTES, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

<b>Name</b>	<b>Relationship</b>
_____	_____
_____	_____

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 NOTARY PUBLIC, State of \_\_\_\_\_ Commission No.: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Commission Expires: \_\_\_\_\_

**SEAL**  
 (if Corporation)

**7.13 PROPOSER EXPERIENCE**

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor:

\_\_\_\_\_

Client Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Client Contact name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone number:

\_\_\_\_\_

Email:

\_\_\_\_\_

**Duration of Client Relationship:**

Date Started: \_\_\_\_\_ Date Ended: \_\_\_\_\_ for \_\_\_\_\_ Total Years.

**Additional information (attach pages as necessary):**

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

**SECTION 8.0 SAMPLE AGREEMENT**



**AGREEMENT XX-2017-XX-XX  
FOR MCDONALD CENTER RENOVATION FOR THE CITY OF NORTH MIAMI BEACH  
BETWEEN THE CITY OF NORTH MIAMI BEACH AND XXXXXXXXXXXX.**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2017, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the “CITY”, and **XXXXXXXXXXXXXX** having its principal office at XXXXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as the “CONTRACTOR”.

**RECITALS**

**WHEREAS**, the CITY has determined that it is in its best interest to purchase, **XXXXXX** titled **XXXXXXXXXXXXXXXXXXXX**, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “XXXXXXXXXXXXXXXXXXXX,” which was competitively solicited and negotiated by CITY OF NORTH MIAMI BEACH; and

**WHEREAS**, the CONTRACTOR has exhibited by its response to **RFP 2017-01** that it is capable of providing the required services and agrees to provide the required services to the City of North Miami Beach, and provide services tailored to the CITY as delineated in proposal attached hereto **Exhibit “B”**; and

**WHEREAS**, the CITY desires to engage the CONTRACTOR for provision of work with respect to **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX** on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

**WHEREAS**, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR’s obligation to provide insurance and certain indemnifications to.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

**Additional Terms and Conditions**

**SECTION 1. TERM.**

1.1 The term of this agreement shall begin on \_\_\_\_\_ 2017 and continue

through\_\_\_\_\_.

**SECTION 2. NOTICE.**

2.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

**CITY: Procurement Management Division**  
City of North Miami Beach, 3<sup>rd</sup> Floor  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2946  
Facsimile No. (305) 957-3522

**City Manager’s Office**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2900  
Facsimile No. (305) 957-3602

**Office of the City Attorney**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2939  
Facsimile No. (305) 787-6004

CONTRACTOR:

**SECTION 3. MODIFICATION.**

3.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 4. FUND AVAILABILITY AND USE OF CONTRACTOR.**

4.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

4.2 In the event the CITY 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 CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

## **SECTION 5. INDEMNIFICATION.**

5.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTOR'S control in connection with CONTRACTOR'S performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## **SECTION 6. GOVERNING LAW.**

6.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Ana M. Garcia, ICMA-CM, City Manager

Name: \_\_\_\_\_  
(Print)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pamela Latimore, City Clerk

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Jose Smith, City Attorney

Attest: \_\_\_\_\_  
Corporate Seal/Notary Public