

# Miami Shores Village



**Request for Qualifications  
No. 2022-01-01  
Issued January 10, 2022**

## **YOUTH BASEBALL PROFESSIONAL MANAGEMENT SERVICES FOR THE MIAMI SHORES VILLAGE RECREATION CENTER**

**RFQ Sealed Qualification Acceptance:**

**Thursday, February 3, 2022, 2:00 P.M.**

**Miami Shores Village Hall**

**10050 N.E. 2<sup>nd</sup> Avenue**

**Miami Shores, FL 33138**

**REQUEST FOR QUALIFICATIONS RFQ #2022-01-01**  
**YOUTH BASEBALL PROFESSIONAL MANAGEMENT SERVICES FOR**  
**THE MIAMI SHORES VILLAGE RECREATION CENTER**  
**DEADLINE FOR RFQ PACKAGE: FEBRUARY 3, 2022**

NOTICE IS HEREBY GIVEN that Miami Shores Village, Florida, ("the Village") invites qualified firms to submit qualifications to provide *Youth Baseball Professional Management Services for the Miami Shores Village Recreation Department* with a licensed, insured and experienced Pro with at least three (3) years experience. The Village is interested in entering into a one (1) year contract for such services as described herein with an option to renew for two (2) additional one (1) year periods.

The Request for Qualifications shall be received by the Village Clerk, Miami Shores Village, 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, Florida 33138 by **2:00 PM (local) on Thursday, February 3, 2022.** The Statements of Qualifications shall be clearly marked "Youth Baseball Professional Management Services for the Miami Shores Village RFQ #2022-01-01." Late submittals shall not be accepted or considered. Faxed or e-mailed qualifications shall be rejected and will not be accepted. The Village reserves the right to waive informalities or omissions in this Request for Qualifications and to reject any and all proposals in whole, or in part, with or without cause. The Village also reserves the right to award a contract which, in its judgment, will be in the best interest of Miami Shores Village and its residents. In addition, the Village is not liable for any costs incurred by firms/individuals responding to this Request for Qualifications.

RFQ documents may be obtained via the Internet at the Miami Shores Village website at [www.msvfl.gov](http://www.msvfl.gov). If you do not have internet access, you may obtain the documents by contacting the Village Clerk's Office at 305-762-4870 or via email at [rodriguez@msvfl.gov](mailto:rodriguez@msvfl.gov).

Questions shall be made in writing only to the following email address: [dorneya@msvfl.gov](mailto:dorneya@msvfl.gov) by Monday, January 24, 2022 at 2:00 PM.

## PROJECT OVERVIEW

Miami Shores Village is seeking statements of qualifications and proposal(s) jointly for the Request for Qualifications (“RFQ”) for the purpose of entering into an agreement with an individual or firm to develop, operate, manage, promote, implement and supervise two (2) youth baseball and/or softball programs and services on two (2) UNLIGHTED regulation youth baseball fields (one youth 10 and under and one 14 & under) for the Miami Shores Village Recreation Department located at 9825 Park Drive. The selection committee shall short-list proposers and the Village shall choose one (1) primary Baseball Professional to negotiate a contract. In the event that the Village and Baseball Professional are unable to negotiate a suitable agreement, the Village will move on to the next highest ranking submission. The Village’s objective is to hire the most qualified firm / individual to provide professional services to provide baseball instruction and leagues for all residents of Miami Shores Village in accordance to the terms, conditions, and specifications contained in this RFQ or professional services agreement.

It is the Village’s intention to:

- (a) Solicit responses from interested parties;
- (b) Evaluate the responses;
- (c) Conduct oral presentations (if necessary);
- (d) Verify the information presented, and;
- (e) Negotiate and award a contract to a selected Respondent.

The selected Respondent shall agree to abide by and be governed by the Miami Shores Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein. All questions or comments should be directed in writing no later than January 24<sup>th</sup>, 2022 to the following email at [dorneya@msvfl.gov](mailto:dorneya@msvfl.gov).

All inquiries must reference Youth Baseball Management Services for the Miami Shores Village Recreation Department RFQ# 2022-01-01 in the subject line. No phone calls (or other inquiries not in writing to the email address specified above) will be accepted in reference to this RFQ.

## **1.0 SCHEDULE OF EVENTS**

Pre-Submittal Meeting: NOT APPLICABLE

Deadline for Written Questions: 2:00 p.m., Monday, January 24, 2022

Deadline for Submittal & Qualifications: 2:00 p.m., Thursday, February 3, 2022

## **2.0 GENERAL CONDITIONS**

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND WILL NOT BE WAIVED FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATIONS.

### **2.1 DEFINITIONS**

#### **2.1.1 We/Us/Our/Village**

These terms refer to the Miami Shores Village, Florida. They may also be used as pronouns for various subsets of the Village organization including, as content will indicate.

#### **2.1.2 Respondent**

Any business entity submitting a response to this solicitation.

#### **2.1.3 RFQ**

Means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

#### **2.1.4 Short List**

Respondents selected pursuant to this RFQ to submit proposals in response to the RFQ.

#### **2.1.5 Qualifications**

The written, sealed document submitted by the Respondent according to the RFQ instructions. A response to this RFQ shall not include any verbal interactions with the Village apart from submittal of formal written Qualifications.

#### **2.1.6 Joint Venture Team**

Team of sub-consultants led by a primary consultant.

## **2.2 CLARIFICATION**

Questions regarding this RFQ should be directed in writing by email, to the email address specified in this document. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Respondents. Should any difference arise between the contracting parties as to the meaning or intent of these Instructions or specifications, the Manager's decision shall be final and conclusive.

### **2.2.1 Written Addenda**

If it becomes evident that this RFQ must be amended, the Village will issue a formal written addendum to all known prospective Respondents, which shall be signed and acknowledged by all Respondents, attached to bid submissions, and shall become part of the terms of this package. If necessary, a new Qualifications opening date may be established by addendum.

## **2.3 COST OF PREPARATION**

The Village will not be responsible for any expenses incurred by the Respondents for the preparation of Qualifications related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

## **2.4 EXAMINATION OF DOCUMENTS**

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the email address specified in this document. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.

## **2.5 FORMAT AND SIGNATURES**

To receive consideration, responses to this RFQ shall be submitted on the forms as provided by the Village. This Request for Qualifications shall be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Qualifications must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the Request for Qualifications may be attached behind the Solicitation Response form. Responses by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Responses by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original response to this RFQ, with one (1) original, four (4) copies and one (1) thumb drive copy containing a PDF file of all documents submitted, must be presented in a sealed envelope,

box, or container to the Village Clerk's Office located at: 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. Responses received after that time will not be accepted. No early deliveries before stated due date will be accepted (i.e., only on the due date from 9 AM-5 PM). It will be the sole responsibility of the Respondent to deliver their Qualifications to the Village Clerk's Office on or before the closing hour and date indicated. Statements of Qualifications shall be submitted in a sealed envelope, box or container clearly marked in the exterior "Youth Baseball Professional Management Services for the Miami Shores Village Recreation Department RFQ #2022-01-01."

ANY STATEMENT OF QUALIFICATIONS SUBMITTALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

## **2.6 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

## **2.7 WITHDRAWAL OF QUALIFICATIONS**

A Respondent may, without prejudice, withdraw, modify, or correct the response to this RFQ after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing before the FIRST meeting of the Selection Committee. The original response as modified by such writing will be considered as the Qualifications submitted by the Respondent. No oral Qualifications modifications will be considered.

## **2.8 RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS**

The Village reserves the right to reject any and/or all responses to RFQ or sections thereof, and waive any technicalities, errors or omissions. As a matter of information, the Village Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any responses; which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of Request for Qualifications itself does not in any way constitute a contractual agreement between the Miami Shores Village and the Respondent. However, the contents of the offered document, as well as the proposed documents, may be used for details of the actual agreement between the Respondent and the Miami Shores Village. Furthermore, the Village reserves the right to award without further discussion.

## **2.9 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of performance to the services offered in this Request for Qualifications prior to delivery, it shall be the responsibility of the Respondent to notify the Village at once. The Village reserves the right to accept the alteration or cancel the Contract at no expense to the Village.

## **2.10 INQUIRIES**

Any questions regarding this RFQ should be directed in writing via email at: [dorneya@msvfl.gov](mailto:dorneya@msvfl.gov). All inquiries shall have in the subject line the following: **“Youth Baseball Professional Management Services” RFQ #2022-01-01.**”

Respondents requiring clarification or interpretation of the RFQ must submit them via e-mail on or before 2:00 p.m., Monday, January 24<sup>th</sup>, 2022. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents.

## **2.11 PURPOSE**

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their Qualifications to provide Youth Baseball Management Services for the Miami Shores Village Recreation Department. Miami Shores Village desires to retain one or more professional consultant(s) or joint ventures to provide professional services "as required" under a general professional services contract to perform work as-needed, or on a rotational basis. Interested consultant firms, individuals and/or joint ventures shall be qualified pursuant to State law. The selected consultant(s) must be presently located or willing to establish an office in Miami-Dade County. This statement describes and defines in general the services required.

## **2.12 DUE DATE**

All Qualifications are due no later than Thursday, February 3, 2022 at 2:00 PM (local) EST at the Village Clerk's Office, Village Hall, 10050 NE 2<sup>nd</sup> Ave, Miami Shores, FL 33138. All Qualifications received after that time will not be considered.

One (1) Original Qualifications and four (4) copies must be submitted in separate three-ring binders properly tabbed in conjunction with the provided checklist. One (1) thumb drive copy of Qualifications must be located in the front pocket of the binder containing the original Qualifications. Thumb drive copy must be properly labeled with “RFQ # 2022-01-01.” Failure to provide exact copies of original submission as required shall be sufficient to deem submittal unresponsive.

Original Qualifications, four (4) copies in separate 3-ring binders and one (1) thumb drive copy must be submitted in a sealed envelope or box or container clearly marked with the RFQ title. EMAILED OR FAXED Qualifications will *not* be accepted.

Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualifications shall be decided in the favor of the Miami Shores Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Qualifications. The Miami Shores Village cannot be responsible for Qualifications received after opening time and encourages early submittal. Qualifications received by the Village after the time specified for receipt will not be considered.

## **3.0 SPECIAL CONDITIONS**

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

### **3.1 LICENSING**

All prime respondents shall provide at the end of the submittal, a copy of their local occupational/business license and State registration demonstrating the firm's authorization to transact business in the State of Florida. Florida State registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

### **3.2 ATTACHED FORMS**

#### **3.2.1 Non-Collusion Affidavit**

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. Village considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Council, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

#### **3.2.2 Americans with Disabilities**

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.



### **3.2.3 Compliance with Equal Employment Opportunity**

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

### **3.2.4 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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

## **3.3 COMPLIANCE WITH ORDERS AND LAWS**

Successful Respondents/Parties shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training).

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes.

Uniform Commercial Code (Florida Statutes, Chapter 672).

American with Disabilities Act of 1990, as amended.

Cone of Silence, Miami-Dade County Provision Code.

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Anti-kickback Affidavit

Drug-free Affidavit

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the Miami Shores Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Council members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or Statement of Qualifications is submitted and may be further disqualified from submitting any future bids or Statement of Qualifications for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a Statement of Qualifications herein to Village or providing goods or services to Village.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

### **3.4 BACKGROUND CHECK**

**3.4.1** Miami Shores Village will require a Contractor or sub-Contractor who performs work in or on Village property to provide for a criminal background check for any employee of the company who will do the work in or on Village property. Criminal background checks shall mean a level (2) TWO background check as defined by F.S. § 435. The Contractor shall, at its expense, obtain a criminal background check for each of its employees having access to Village property prior to beginning the work, and depending on the contract's term, on an annual basis thereafter. The Contractor must ensure a similar background check has been done of its subcontractors' employees who will have access to Village property.

**3.4.2** The contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U. S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

**3.4.3** The Contractor shall be required to submit an affidavit on the form provided certifying that background checks shall be completed for all employees who will perform work on Village property. The Contractor shall conduct the background checks prior to any work being performed. Contractors shall maintain such records during the contract period and for one year thereafter and shall make such records available for inspection and verification by the Village.

**3.4.4** If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job related crime, the awarded Proposer shall not assign the individual to any Village property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the Village's express written authorization. In the event that the Proposer intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

**3.4.5** The Village reserves the right to approve or disapprove whether the Contractor's employees perform the services for the Village. Disapproval would apply solely to this contract and shall have no bearing on the Proposer's employment of an individual outside of this contract.

### **3.5 CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of Village "Cone of Silence" are applicable to this transaction. The "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, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the Village Council, Village's professional staff including, but not limited to, the Village Manager and staff or any member of the Village's selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. The Cone of Silence shall terminate when the Village Manager makes his written recommendation to the Village Council. However, if the Village Council refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the Village Manager makes his recommendation to the Village Council.

The Cone of Silence shall not apply to:

- (1)** Oral communications at pre-bid conferences;
- (2)** Oral presentations before selection of evaluation committees;
- (3)** Public presentations made to the Village Council during any duly noticed public meeting;
- (4)** Written communications regarding a particular RFP, RFQ, or bid between a

potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (5) Communications with the Village Attorney and his or her staff;
- (6) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
- (7) Any emergency procurement of goods or services pursuant to Village Code;
- (8) Responses to the Village's request for clarification or additional information pursuant to section 2.2 of this RFQ;
- (9) Contract negotiations during any duly noticed public meeting;
- (10) Communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Village Council.

### **3.6 Florida Government in the SUNSHINE LAW**

The Miami Shores Village is subject to the Florida Sunshine Act and Public Records Law. By submitting a Request for Qualifications, Respondent acknowledges that the materials submitted with the RFQ and the results of the Miami Shores Village evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Request for Qualifications submission.

### **3.7 CANCELLATION**

In the event any of the provisions of this bid are violated by the Respondent, the Manager shall give written notice to the Respondent stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Council for immediate cancellation. The Village Manager reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

### **3.8 ASSIGNMENT**

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

# INSTRUCTIONS FOR PREPARING SUBMITTALS

## 4.0 REQUIREMENTS FOR SUBMITTALS

The submittal must name all persons or entities interested in the submittal as principals. The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a sub-consultant on more than one team. Village will accept all Architects and Engineers as prime; however, preference will be given to Civil Engineering or Architectural firms that submit as prime. The Village shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

### 4.1 SUBMITTAL FORMAT

Submittals shall prepare their submittals using the following format and should include, but not be limited, to those listed below. Submittals lacking the required elements listed below may be considered non-responsive at the discretion of the Village:

#### Letter of Interest

This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely perform the work. It should include general information about the Firm/individuals, such as: description of all services offered, the total years in business, number of employees, office location(s) etc. Include name, phone and email for the authorized contact concerning proposal.

**4.1.1** The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

- a.) Statement acknowledging receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in the Letter of Interest.
- b. Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:

#### **A. Binder and Labeling/Marking Requirements**

All submissions (one original and four copies) shall be placed in separate bound folders each and tabbed according to a Table of Contents. The original and all copies shall be clearly marked accordingly as "original" or "copy." The thumb drive copy and the four (4) required copies must be exact duplicates of the original submission. FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL BEING NONRESPONSIVE.

## **B. Title Page**

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Youth Baseball Professional Management Services for Miami Shores Village RFQ # 2022-01-01."

## **C. Table of Contents**

Include a clear identification of the material by section and/or by page number.

## **D. Qualification Statement**

The Qualification Statement shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services.

### - Proposer Profile

1. **Proposer Identification:** (or firms, if a joint venture or association) to include name, address, telephone number and date firms(s) was established. Provide copies of Proposer's registration(s) and/or license(s), and registration and/or license(s) for all subcontractors.
2. **Areas of Specialization:** List Proposer's specialization
3. **Proposer's Personnel:** Provide total size and breakdown of Proposer personnel by category.
4. **Joint Venture or Other Form of Association:** If proposed, provide explanation, along with baseball services provided. Provide names and dates of work with client's name, address, and phone number. Include all subcontractors participating.
5. **Specialty Certifications** (Separate Section with a sub tab): Provide documentation whether Proposer is specialty certified. If the Proposer is certified, submit a statement that the Proposer is certified and list the type and level of certification held, and submit copies of all certification(s). Absence of such statements shall indicate the Proposer holds no specialty certifications.
6. All standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

## **E. Executive Summary**

Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information.

### **1. Respondent's Experience**

Describe the Respondent's organization; history and background; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total current number of employees; the current number of professional employees by

classification; and state the number of years that the Respondent has been in business.

## **2. Respondent's Past Performance**

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past three (3) years. The description should identify for each project (I) the client, (II) description of work, (III) total dollar value of the contract, (IV) contract duration, (V) customer contact person and phone number of reference, (VI) statement or notation of whether Respondent is/was the prime Consultant or subcontractor or sub-consultant, and (VII) the results of the project.

## **3. Organization Chart**

Proposed Project Team Members:

a. Team Organization

1. Proposer's Team: Explain your proposed team organization (include sub-Contractor(s) when appropriate), roles and responsibilities, abilities of professional personnel, and personnel qualifications.

2. Narrative: In narrative form, briefly discuss each of the individual key team members (include sub-Contractor(s) when applicable) relevant professional experience, registration, and education.

3. Identify projects, date, and position at the firm that individual was employed at the time services were performed.

4. Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart can be provided on either an 8.5 x 11 or 11 x 17 sheet and must clearly identify the Respondent's employees and those of the subconsultants. Copies of professional licenses for pertinent key personnel (including subconsultants) that will provide services on this RFQ should be included following the organizational chart.

## **4. Availability, Capacity and Location**

a. Availability and Capacity:

1. Statement of recent, current and projected workload relative to firm's ability to complete tasks in a timely manner.

2. Location: Provide Proposer's address, by location, and relative distance and travel time from Proposer's home office and office serving this project(s) (if different). All things being equal, preference will be given to Proposers located in Dade, Broward, and Palm Beach Tri-County area.

## **5. Experience**

a. County/Municipal Experience: List and description of relevant projects performed in the past three (3) years and the firm's ability to provide Youth Baseball Management Services.

## **6. References**

a. Provide the client name, address, and client's project representative and telephone number for three (3) governmental clients served within the past two (2) years including project description. Use references from similar projects if possible.

## **7. Litigation**

a. Litigation: Provide explanation of all litigation, claims, contract defaults, and liens in the last five (5) years from due date for this RFQ.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary.

Failure to abide by this procedure may result in disclosure of the Applicant's information.

F. Proposers must provide the following as attached hereto:

- Qualification Statement
- Sworn Statement on Public Entity Crimes
- Non-Collusive Affidavit
- Drug Free Workplace Form
- Proposer Information
- Acknowledgment of business type
- References
- Background Check Affidavit



## 5.0 STATEMENT OF WORK

### 5.1 SCOPE:

The Provider will meet the following qualifications and perform some or all of the following minimum duties.

- Develop, promote, and manage all youth baseball related programs at Miami Shores Recreation Department Athletic Fields, which meet the overall direction and approval of Director of the Department (Director)
- Provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff;
- Act as an independent contractor;
- Perform all services for an initial one (1) year term, beginning in Spring 2022, and to extend the term for two additional one year terms under the same duties and responsibilities, at the option of the Village Manager who will have the sole and absolute discretion to renew the contract;
- Organization or proprietor must be current with the business incorporation filing in the State of Florida;
- Provide an instructional/training baseball summer camp program for the Baseball Summer Camp each year (June – August);
- Develop, operate, manage, promote, implement, and supervise youth baseball programs, including leagues, tournaments, practices, trainings and clinics for participants;
- Submit any documents and/or marketing materials, not limited to flyers, banners, advertisement related to Baseball Programs to the Director or the Director’s designee for final approval prior to distribution;
- Recruit, train, compensate, and assign staff and volunteers to perform all tasks associated with conducting baseball operations. The term “staff” includes employees, volunteers, coaches, game officials (umpires), scoreboard keepers, site supervisors and anyone else necessary to adequately perform the scope of the work required by this RFQ;
- Designate a qualified, on-site manager or designee who is available for emergencies or other matters related to the Baseball Program and who will ensure that all on-site supervisors have First Aid, CPR and AED Certifications;
- Director and all staff must conform to all state laws regarding background screening;
- Prevent all of its personnel, including volunteers, from engaging in any activities involving the baseball program without having passed a background screening to the satisfaction of the Village;
- Ensure that employees of the Contractor are distinctively uniformed to be recognizable as the selected Contractor staff;
- Must provide all equipment and uniforms for team players;
- Must maintain the fields in a safe, clean, sanitary and workable condition to include assisting with the management of the daily maintenance of the fields by keeping up with field prep/post;

- Any field use for private lessons offered by staff must be approved by the Athletic Supervisor;
- Must provide any financial, enrollment, or operational information upon request, while operating as a contractor for Miami Shores Village.

#### MIAMI SHORES VILLAGE RESPONSIBILITIES

- Maintain baseball fields, including dragging the fields during normal operating hours, and lining/chalking fields for competition games only;
- Access to and maintenance of bathroom facilities during operating hours.

#### Qualifications

The Respondent and all of its subcontractors (as applicable) must provide evidence of:

- Must have a baseball coaching accreditation ie: USA Baseball, American Baseball Coaching Association
- A minimum of 3 years prior experience managing and operating youth baseball programs and services.
- Knowledge of business operations and the legal requirements associated with this type of operation
- Provide locations and dates Respondent previously managed sports facilities or programs.
- Good standing with previous facility owners and operators including, a minimum of three (3) recommendation letters from previously managed programs.
- Background information on all persons of significant responsibility within the Respondent's organization.
- Proposer and all proposer's employees shall be required to pass a background check.

## 6.0 EVALUATION

### 6.1 GENERAL OVERVIEW

The Village's selection committee will evaluate submittals and will select the respondent which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The Village's decisions will be final.

The purpose of the Evaluation Process is to judge the Submittals submitted in response to this Request for Qualifications in order to establish the most advantageous respondent, further identified as the #1 respondent or highest ranked. Each submittal will be evaluated by each Selection Committee member using the procedures outlined herein.

Following the opening of the submittal packages, the documents will be evaluated by a Selection Committee composed of at least three but no more than five individuals and ranked in the order of the most responsive and responsible Respondent. The criteria for ranking will be as follows:

1. Prior experience “Youth Baseball Professional Management Services” (30)
  - i Dates of service
  - ii Three References
2. Membership Development (20)
  - i Leagues
  - ii Tournaments
  - iii Member Relations
3. Operations (25)
  - i Community Relations
  - ii Staff Management
4. Qualifications of Personnel (25)
  - i Number of Staff
  - ii Experience of Staff
  - iii Staff Certification

The Selection Committee has the right to determine that a number of firms should be short listed, and that presentations will be required from those firms. In the event presentations are required, the firms will be contacted and given a minimum of five days to prepare a presentation. If presentations are necessary, those presentations will be ranked using similar criteria and the scoring combined with the original tabulation for a final ranking.

## **6.2 TIE PROPOSALS**

Whenever a tie occurs for the top ranking position after the evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

## **6.3 SELECTION PROCESS AND AWARD OF CONTRACT**

The Village anticipates entering into contracts with the firms deemed responsive and responsible and determined by the Village to be most advantageous. The Village anticipates selecting a minimum of three (3) firms but reserves the right to select more than three (3) if in the best interest of the Village to do so.

The respondent understands that this RFQ does not constitute an offer or a contract with the Village. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the respondent have been authorized by the appropriate level of authority within the Village, an agreement has been executed by parties and approved by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the second, or then third most responsive and responsible

Respondent determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

#### **6.4 TERM**

The selected Respondent must agree to abide by and be governed by the Miami Shores Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion. The selected respondent shall enter into a one (1) year term agreement with two (2) options to renew for one (1) additional year.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein.

#### **6.5 TERMINATION OF AGREEMENT**

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Village shall have the right to terminate this Agreement or suspend performance thereof without cause for the Village's convenience upon thirty (30) days written notice to, and shall terminate or suspend performance of services on a schedule acceptable to Village or at the end of this thirty (30) day period, at the option of the Village. In the event of termination or suspension for Village's convenience, Village shall pay for all services performed through the date of notice of termination or suspension.

### **7.0 Insurance Requirements**

Under the terms and conditions of all contracts, leases and agreements, the Village requires appropriate coverage listing Miami Shores Village as an additional insured. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the Village. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The contractor will provide the owner upon execution of this maintenance agreement a current Certificate of Insurance issued by an insurance company or companies authorized to do business in The State of Florida. The contractor will maintain for the duration of the maintenance agreement a Comprehensive Public Liability Policy that will insure the contractor against all claims and property damage arising in connection with the operation and maintenance of the contractor's business.

The following is a list of types of insurance coverage and limits that shall be required. \*Note: This list may not be all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits based upon identified risk.

**a Worker's Compensation Insurance**

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

**b Liability Insurance**

- i. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- ii. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- iii. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted." Insurance companies providing insurance coverages must have a current rating A.M. Best Co. of "B+" or higher. (Note: An insurance contract or binder may be accepted as proof of insurance if Certificate is providing upon selection of the service provider.)

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

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**Waiver of Subrogation**

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

**Deductible**

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**Failure to Maintain Coverage**

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

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate

**GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE**

\* Policy to be written on a claims incurred basis

XX	comprehensive form		
XX	premises - operations	bodily injury	
XX	explosion & collapse hazard	property damage	
XX	underground hazard		
XX	products/completed operations hazard	bodily injury and property damage	
XX	contractual insurance	Combined	
XX	broad form property damage		
XX	independent contractors		
XX	personal injury	personal injury	

**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE**

		bodily injury (each person)	
		bodily injury (each accident)	
XX	comprehensive form	property damage	
XX	owned		
XX	hired	bodily injury and property damage	
XX	non-owned	Combined	

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form                      Consultant must show proof they have this coverage.

**EXCESS LIABILITY**

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000

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XX	<b>PROFESSIONAL LIABILITY</b>		\$1,000,000	\$1,000,000
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\* Policy to be written on a claims made basis

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## **Non-Discrimination**

**There shall be no discrimination as to race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information in the operations conducted under any contract with the Village.**



# **REQUIRED FORMS**

All forms are to be completed by the primary vendor



*VENDOR APPLICATION*

Business Name: \_\_\_\_\_

Order from Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pay to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(if different)

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Business is: • Corporation • Proprietorship • Partnership • Other: \_\_\_\_\_

Primary business classification (check all that apply):

- Retailer • Wholesaler • Manufacturer • Services • Prime Contractor • Sub Contractor

All applicants are required to provide a copy of their Business Tax Certificate if they have an office in Miami Shores Village, as well as their Workman's Compensation Insurance Certificate (if applicable).

Please see the enclosed commodity list to properly identify the commodities and/or services, which your firm provides. Please mail completed Vendor Application to the mailing address above. The undersigned does hereby certify that the foregoing and subsequent statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

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





**Exhibit "A"**  
**MIAMI SHORES VILLAGE**  
**SUMMARY SHEET**

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

Firm Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

Firm Fax Number: \_\_\_\_\_.

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with Miami Shores Village and services required for this Request for Qualifications):

Name: \_\_\_\_\_ Title: \_\_\_\_\_.

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Maintenance Manager (Person responsible for day-to-day servicing of the account):

Name: \_\_\_\_\_ Title: \_\_\_\_\_.

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

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



**Exhibit "B"**

**MIAMI SHORES VILLAGE  
RESPONDENT'S CERTIFICATION of QUALIFICATIONS**

I have carefully examined the Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications and to be bound by the terms and conditions of the RFQ. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the Village adequate time to evaluate the submittals and determine a ranking of the most qualified Responders.

The firm has carefully reviewed its proposal, understands, and agrees that the Village is not responsible for any errors and omissions on the part of the proposer and that the proposer is responsible for them.

It is understood and agreed that the Village reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the Village.

I certify that all information contained in this submittal is truthful. The proposal includes all of the commentary, figures and data required by the Request for Qualifications dated January 10, 2022. I further certify that I am duly authorized to provide this submittal on behalf of the Responder as its agent and that the Responder is ready, willing and able to perform if an Agreement is executed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the Village or any other respondent has an interest in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Responder

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code  
( ) \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
Notary Public Signature  
STATE OF \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of notary  
My Commission Expires \_\_\_\_\_

**Exhibit "C"**  
**MIAMI SHORES VILLAGE**  
**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS**  
**FOR RFQ # 2022-01-01**  
**"YOUTH BASEBALL PROFESSIONAL MANAGEMENT SERVICES**  
**FOR MIAMI SHORES VILLAGE"**

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in Insurance Requirements and accepts all conditions and requirements as contained therein.

Consultant: \_\_\_\_\_.

Name (Please Print or Type): \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor's Signature

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

**This executed form must be submitted with Scope of Work proposal.**





**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 OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Miami Shores Village, 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 Response 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 nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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 the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements 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, 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 relations 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 ad 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 finalorder).

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 AN AGREEMENT 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

\_\_\_\_\_  
Printed Name

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

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

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
Printed, typed or stamped name of notary public





**Exhibit "D"**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

This sworn statement is submitted to Miami Shores Village, 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: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification \_\_\_\_\_

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

Printed, typed or stamped name of notary public





**Exhibit "E"**  
**MIAMI SHORES VILLAGE**  
**DRUG-FREE WORKPLACE FORM**

**Information and Instructions**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

(Name of Business)

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty to, 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.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Print Name



## Exhibit "F"

# MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

### Information and Instructions

Miami Shores Village, Florida requires this disclosure statement to be completed and filed with all proposals, bid responses, contracts and/or grant or loan requests to the Village in excess of \$10,000. The disclosures statement is not required for contracts for gas, water and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications or other proposals.

A copy of the disclosure statement shall be maintained by the awarding Village Department. Miami Shores Village shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the Village if the misleading or incorrect information on the disclosure statement is discovered by the Village subsequent to execution of a contract.

#### Definitions

**"Business Entity"** means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

**"Family, or Family Members, or Familial Relationship"** means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, a person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the Village.

#### Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

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## MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

VILLAGE DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_

This form is provided with the following document:

Invitation to Bid    Request for Proposal / Qualifications    Proposal    Grant or Loan Request    Other

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any Village Department within the current or last two calendar years?

Yes    No

If yes, identify below the Village Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

VILLAGE DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any Village Department within the current or last two calendar years?

Yes    No

If yes, identify the Village Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

VILLAGE DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN

1. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	VILLAGE DEPARTMENT
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2. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/ MEMBER	ADDRESS	PUBLIC EMPLOYEE	VILLAGE DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposals, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized in preparation of request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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List below the names of any individuals, partners, or officers of the business entity who worked for Miami Shores Village within the current or past two calendar years.

NAME OF INDIVIDUAL	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.***

Signature

Date

Print Name

**IMPORTANT!**  
**PLEASE READ CAREFULLY BEFORE SUBMITTING PROPOSAL**

**GENERAL PROVISIONS**

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

ACKNOWLEDGMENT OF AMENDMENTS

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

ANTITRUST

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

APPLICABLE LAW

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

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of Miami Shores Village which consent may be withheld in the Village's sole and absolute discretion and without reason or justification of any kind.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the Village to be appropriate. All purchases, leases, or contracts that are based on competitive proposals may be accepted if deemed as the best responsive and responsible proposer which represents the most advantageous proposal to the Village. The lowest monetary proposal will NOT in all cases, necessarily be awarded. Complete and accurate responses to all items are necessary for the complete and fair evaluation of proposals. Total-cost or life-cycle-costing, which includes the identification of identifiable costs associated with acquisition, installation, maintenance, and operation of the proposer's offered equipment or service may be used to determine the best responsible proposer which



represents the most advantageous proposal to the Village. Such analysis may be based upon the proposer's proposal data including, but not limited to price, quantifiable factors and other data which is gathered by the Village. Additional factors that may be considered include the expected life of equipment, output, maintenance, consumption costs, disposal value, warranty, complexity of operation, required training, and other factors that may contribute to the overall cost of ownership. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors may be considered. The Village reserves the right to reject any and all proposals and to waive technical errors as heretofore set forth. Miami Shores Village reserves the right to award by lowest total, or whatever manner is deemed to be in Miami Shores Village's best interest. In addition, the Village reserves the right to award the contract to more than one proposer.

#### CANCELLATION

Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving ten (10) business days prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill the proposal by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Miami Shores Village. In addition to all other legal remedies available to the Miami Shores Village, the Village reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by Miami Shores Village.

#### CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

#### CHANGE IN SCOPE OF WORK

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

#### COLLUSION AMONG PROPOSERS

Each proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. Miami Shores Village may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a proposer has interest in more than one (1) proposal for the work being proposal may result in rejection of all proposals in which the





proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

#### CONFLICT OF INTEREST

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

#### DEBARMENT

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

#### ERRORS IN EXTENSIONS

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

#### ETHICS IN PUBLIC PROCUREMENT

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

#### EXCEPTIONS

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

#### EXPENSES INCURRED IN PREPARING PROPOSAL

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



#### FAILURE TO DELIVER

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

#### FAILURE TO ENFORCE

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

#### FAIR LABOR STANDARDS

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

#### FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all proposals, including without limitation, any and all information and documentation submitted herewith, are exempt from public records requirements under FSS§119.07(1) until such time as the Village provides notice of an intended decision or until thirty (30) days after the proposal opening, whichever is earlier. In addition, the Proposer agrees to be full compliance with FSS§119.0701 including, but not limited to, agreement to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### FORCE MAJEURE

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

#### IDENTICAL PROPOSALS

Identical proposals or proposals which otherwise appear suspicious will be reported to the Village Attorney for investigation and the Village shall have the right to declare such proposals non-responsive.

#### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by the contractor to be included and paid for in the contract price, the contractor shall



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

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

#### INDEPENDENT CONTRACTOR

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

#### INFORMALITIES AND IRREGULARITIES

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

#### LAW COMPLIANCE

Each party will comply with all applicable Federal, State, County and local laws, ordinances, codes, rules, regulations, guidelines and all orders and decrees of bodies or tribunals having jurisdiction or authority related to performance or which may, in any manner affect, the scope of services and/or project under this proposal. This includes, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The Village will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and



Nationality Act. Such violation shall be cause for unilateral cancellation of such agreement by the Village. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility for compliance.

LIMITATION OF COST

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

LOBBYING ACTIVITIES

All proposers should familiarize themselves with the requirement of the Miami Shores Village Code Chapter 2, Article VII (Code §§2-100 et seq.) regarding Lobbyist Registration, and should comply therewith. Failure to comply may result in a proposal being deemed non-responsive.

NONAPPROPRIATION

All funds for payment by Miami Shores Village under any awarded contract are subject to the availability of an annual appropriation for this purpose by Miami Shores Village. In the event of non-appropriation of funds by Miami Shores Village for the services provided under the contract, Miami Shores Village will terminate the contract, without termination charge or other liability, on the last day of the then- current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect, and Miami Shores Village shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

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

NONDISCRIMINATION

By submission of proposal, the proposer certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information, as outlined in applicable local, State and Federal regulations.

ORAL STATEMENTS

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

OFFICIAL DOCUMENTS

Miami Shores Village is not responsible for expenses incurred prior to award. Miami Shores Village officially distributes solicitation documents through its website at [www.msvfl.gov](http://www.msvfl.gov). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Village Clerk in accordance with Florida Statutes that pertain to Public Records.



**Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Miami Shores Village is not responsible for solicitation documents obtained from sources other than the Miami Shores Village website or the Village Clerk. Only vendors who properly obtain solicitation documents directly from the Miami Shores Village website or the Village Clerk will receive addenda and other important information if issued. Any potential proposer should register and/or provide contact information to the individual named in the proposal information sheet. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE MIAMI SHORES VILLAGE WEBSITE OR THE MIAMI SHORES VILLAGE CLERK, IT IS HIGHLY RECOMMENDED THAT YOU DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.MSVFL.GOV](http://WWW.MSVFL.GOV) AT NO COST.**

#### PATENTS AND ROYALTIES

The contractor covenants to save, defend, keep harmless, and indemnify Miami Shores Village and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost—including court costs and attorney's fees, charges, liability, and exposure, however caused—for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Miami Shores Village. If the contractor uses any design, device, or materials covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.

#### PAYMENT PROCEDURES

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

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

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

#### PAYMENT TERMS AND DISCOUNTS

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

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



### PROPOSAL ACCEPTANCE PERIOD

Any proposal submitted as a result of the solicitation shall be binding on the proposer for a minimum of one hundred twenty (120) calendar days following the proposal opening date. Any proposal for which the proposer specifies a shorter acceptance period may be rejected.

### PROPOSAL CLARIFICATIONS

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

### PROPOSER CERTIFICATION

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

### PROPOSER INVESTIGATIONS

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

### PROPOSAL ENVELOPES

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



### PROPOSAL FORM SUBMISSION

Portions of the proposal shall be submitted on the attached required forms in addition to the required qualifications of the firm, the operations plan, cost proposal, minority participation and the bonding letter of capability. All required documentation must be submitted in a sealed envelope. Required form information not submitted on the attached proposal forms shall be rejected. Proposals concerning separate proposal invitations must not be combined on the same form or placed in the same envelope. Proposals submitted in violation of this provision shall not be considered. All proposals must be signed, in ink, in order to be considered. Erasures are not acceptable on proposals; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the proposer is a firm or corporation, the proposer must show the title of the individual executing the proposal, and if the individual is not an officer of the firm or corporation, the proposer must submit proof that the individual has the authority to obligate the firm or corporation. PROPOSALS MAY NOT BE ALTERED OR AMENDED AFTER THE PROPOSAL CLOSING.

### PROPOSAL RECEIPT AND OPENING

Miami Shores Village will receive sealed proposals until date and time indicated on the proposal cover sheet. Proposals must be delivered, by hand or mail, to the attention of the Village Clerk, Miami Shores Village Hall located at 10050 NE 2<sup>nd</sup> Avenue, Miami Shores, Florida 33138. Proposals must be time stamped by the Village Clerk before or on the hour and date indicated on the cover sheet (Request for Proposal) for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the proposer unopened. It is the responsibility of the proposer to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. FAXED or EMAILED PROPOSALS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD. In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the firms submitting a proposal, proposal, or reply will be publically read in an opening. Pursuant to Florida Statutes, sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt records until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the proposals, proposals, or replies, whichever is earlier.

### PROPOSAL WITHDRAWAL

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

### PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may



not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### PUBLIC INFORMATION

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

#### PURCHASE ORDER REQUIREMENT

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

#### QUALIFICATIONS OF PROPOSERS

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

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

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

#### QUALITY OF GOODS

All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this purchase order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the proposer





having serious defects, corrosion, or scratches which tend to present an "other than new" appearance shall be promptly replaced or such defects promptly corrected by the proposer at no cost to Miami Shores Village. Any existing Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being proposal must be submitted with the proposal. No product containing asbestos, lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by Miami Shores Village.

#### RECOVERY OF MONEY

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

#### RIGHT TO INSPECT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by Miami Shores Village from the subject vendor. The contractor shall retain these records for a period of five (5) years after final payment. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination and/or transcription by Miami Shores Village, its designees, or other authorized bodies.

#### RISK OF LOSS

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

#### TAXES

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

#### UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by Miami Shores Village to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by Miami Shores Village, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, Miami Shores Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, Miami Shores Village reserves the right to cancel a resulting contract, without cause, by giving ten (10) business days prior written notice to the contractor of the intention to cancel.



## ACCESS STATEMENT

The Americans with Disabilities Act (ADA) obligates the State and Local government to provide effective communication for individuals with disabilities. This includes written and oral communications. To request materials in accessible format, sign language interpreters and/or accommodation to participate in a Village sponsored program or meeting regarding this solicitations, please contact the Village Clerk, Ysabely Rodriguez at 305-762-4870 or via email at [rodriguezy@msvfl.gov](mailto:rodriguezy@msvfl.gov). Please contact this person for this solicitation five (5) days in advance to initiate you request.

## **END OF GENERAL PROVISIONS**



## SPECIAL PROVISIONS

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

### INSURANCE REQUIREMENTS

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

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The contractor agrees to waive its right of subrogation as part of this coverage.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Million and 00/100 Dollars (\$2,000,000.00), each occurrence; and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. (Combined single limits of not less than Two Million and 00/100 Dollars [\$2,000,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

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

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



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

**MOTOR VEHICLE INDUSTRY LICENSING**

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

**END OF SPECIAL PROVISIONS**

