

# **Miami Shores Village**



## **Request for Qualifications**

**No. 2020-10-01**

# **“PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER IMPROVEMENT PROJECT FOR THE SHORES ESTATES SUBDIVISION”**

**RFQ Sealed Qualification Acceptance:  
October 30, 2020, 10:00 A.M.**

**Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138**

## MIAMI SHORES VILLAGE, FLORIDA

Miami Shores Village, Florida (the “Village”) invites qualified firms to submit qualifications to provide:

**“Professional Engineering Services for a Stormwater Improvement Project for the Shores Estates Subdivision”** This is a State funded project through the Division of Emergency Management.

Miami Shores Village is accepting Requests for Qualifications from a firm(s) to provide services necessary for the project (the “Project”) described herein.

Miami Shores Village, Florida (the “Village”) will receive sealed qualifications until 10:00 AM (local), October 30, 2020, at Village Hall, 10050 N.E. 2<sup>nd</sup> Avenue, Miami Shores, FL 33138. Faxed or e-mailed qualifications shall be rejected and will not be accepted.

**The Village’s contact information for this RFQ is:**

**Public Works Director**

**Scott W. Davis**

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

Miami Shores, Florida 33138

Telephone: 305-795 2210

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).

The Village reserves the right to reject submissions with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other qualifications. Incomplete or non-responsive submissions may be rejected by the Village as non-responsive or irregular. The Village reserves the right to reject any submission for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Village or has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All information required by this RFQ must be supplied to constitute a submission.



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# **RFQ GENERAL INFORMATION**

## **A. DEFINITIONS**

For the purposes of this Request for Qualifications (RFQ): **Proposer** shall mean the consultant, respondent, organization, firm, or other person submitting a response to this RFQ. **Village** shall mean the Miami Shores Village, Village Council or Village Manager, as applicable, and any officials, employees, agents and elected officials.

**Contact information** for the purpose of this RFQ shall mean:

**Scott W. Davis, Public Works Director**  
10050 N.E. 2<sup>nd</sup> Avenue  
Miami Shores, Florida 33138  
Telephone: 305-795-2210  
Email: Daviss@msvfl.gov

## **B. INVITATION TO PROPOSE; PURPOSE**

The Village solicits qualifications from responsible Proposers to submit qualifications to perform work for or provide goods and/or services to the Village as specifically described in the Scope of Services.

## **C. CONTRACT AWARDS**

The Village Council anticipates entering into a contract with the Proposer who submits the submission judged by the Village to be most advantageous. The Village anticipates awarding one contract but reserves the right to award more than one contract if in its best interest. If the Village selects a submission, the Village will provide a written notice of the award.

The Proposer understands that neither this RFQ nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Village Attorney and has been executed by both the Village (with Council approval, if applicable) and the successful Proposer.

## **D. PROPOSAL COSTS**

Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. Costs of preparation of a response to this request for qualifications are solely those of the proposers. Proposers should prepare their submissions simply and economically, providing a straightforward and concise description of the Proposer's ability to



meet the requirements of the RFQ. The Village bears no responsibility for any costs associated with any administrative or judicial proceedings resulting for the solicitation process.

## **E. INQUIRIES**

The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this RFQ to the attention of Scott W. Davis.

Please mark the correspondence “RFQ No. 2020-10-01”.

The Village will respond to written inquiries received at least 5 working days prior to the date scheduled for receiving the submissions. The Village will record its responses to inquiries and any supplemental instructions in the form of a written addendum. 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 Public Works Director. Although the Village will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFQ.

## **F. DELAYS**

The Village may postpone scheduled due dates in its sole discretion. The Village will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

## **G. MANDATORY PRE-QUALIFICATION MEETING**

A mandatory pre-qualification meeting will be held on October 15, 2020, at 10:00 am. This meeting will take place on site at NE 10<sup>th</sup> PLACE and NE 105<sup>th</sup> STREET.

## **H. QUALIFICATION SUBMISSION**

Proposers shall submit five (5) copies of the submission in a sealed package. All copies will be on 8 ½” x 11” plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the submission on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the submission being considered non-responsive.

The package shall be clearly marked in the lower left-hand corner on the outside as follows:



To: Miami Shores Village – Village Clerk  
RFQ No. 2020-10-01

**Subject: “Professional Engineering Services for a Stormwater Improvement Project for the Shores Estates Subdivision”**

Submitted by: \_\_\_\_\_

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

Submissions shall be submitted in person or by mail. Email submittals are not accepted. Any submission may be withdrawn until the date and time set above for the submissions. Late submittals, additions, or changes will not be accepted and will be returned.

Pursuant to County Code, public notice is hereby given that a “**Cone of Silence**” is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Village Manager makes a written recommendation to the Village Council concerning the competitive purchase transaction. For more information on the “Cone of Silence,” please contact Elizabeth Keeley, Assistant to the Village Manager at [keeleye@msvfl.gov](mailto:keeleye@msvfl.gov).



# PURPOSE and GENERAL INFORMATION

The purpose of the Request for Qualifications (RFQ) is to select a qualified professional engineering firm for the design, permitting, and post design services associated with Stormwater improvements in the Shores Estates Subdivision located in Miami Shores, Florida. The Shores Estates subdivision sits in the northeast corner of the Village boundaries just west of US 1 and south of Northeast 107 Street bounded by the golf course to the west and C-8 Canal (Biscayne Canal) to the south.

The Stormwater improvement project design should meet the minimum policy and regulatory requirements from the Department of Environmental Resources Management (DERM), the State of Florida and the Florida Department of Environmental Protection (DEP) for that subdivision neighborhood. **This is a State funded project through the Division of Emergency Management (DEM). All documents and construction requirements must comply with DOEM criteria.**

The required services and conditions are described in the Scope of Services. Satisfaction of RFQ requirements will be the basis of identifying the successful consultant. The qualified firm should have experience in Stormwater and roadway improvement design, permitting and regulatory requirements, design document development and funding criteria requirements, construction administration, and project management.

## BACKGROUND

Miami Shores Village is situated in the northeastern end of Miami-Dade County and is located in close proximity to I-95 and downtown Miami. The Village has a resident population of approximately 10,450 and was incorporated in 1932.

Miami Shores Village conducted an Environmental Vulnerability Study in June 2018 which formally identified the Shores Estates subdivision as a low-lying area with a high-water table vulnerable to flooding during King tides (or high tides), storm surge and sea level rise. The Study designates it as such to enhance funding potential for infrastructure projects within the designated area.

The King Tides and sea level rise have been of particular concern of late as both water events caused overflow to the banks of the Biscayne Canal subsequently flooding the streets and garages of some homes within the subdivision on the north side of the canal west of Biscayne Blvd. The combination of low-lying area and high-water table in the subdivision present difficult conditions for efficient Stormwater management.

Based on the background work completed to date, this project has been selected for State funding through the **Division of Emergency Management (DEM)**.



# **SUBMITTAL REQUIREMENTS**

Proposers shall submit five (5) copies of the proposal in a sealed package. All copies will be on 8 ½” x 11” plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the proposal being considered non-responsive.

The package shall be clearly marked on the outside as follows:

To: Miami Shores Village – Village Clerk

RFQ No. 2020-10-01

**Subject: “Professional Engineering Services for a Stormwater Improvement Project for the Shores Estates Subdivision”**

Submitted by: \_\_\_\_\_

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

Submissions must be submitted no later than 10:00 AM on Friday, October 30, 2020, to Village Clerk, Ysabely Rodriguez, Miami Shores Village, 10050 N.E. Second Avenue, Miami Shores, FL 33138. Submissions received after the date indicated will not be considered.

Submissions shall be delivered in person or by mail. Email submittals are not accepted. Any proposal may be withdrawn until the date and time set above for the submissions. Late submittals, additions, or changes will not be accepted and will be returned.

The successful firm(s) shall respond to the RFQ with the information requested below. This information shall be provided in the order shown in this request. Information can be provided in multiple sections but must appear in the requested section. Each tab must contain a narrative on the requested subject and examples of direct experience when requested.

Miami Shores Village will not be responsible for considering information provided under the wrong tab. The proposing consultant is solely responsible for its interpretation of this RFQ. For the purpose of this RFQ, the term “firm” shall be interpreted to mean firm or firms. In the case of partnerships, the requested information shall be provided for each firm in the partnership and shall be provided in separate sections under the requested tab. Failure to respond in the requested format may result in the firm being disqualified from consideration. All submitted materials become the property of Miami Shores Village.





Submittals shall be 8-1/2 x 11 inch and organized in sections following the order specified under contents.

RFQ submittals shall contain the following information:

- A letter of transmittal signed by an individual authorized to bind the proposing entity.
- A table of contents listing the material by section and by page number.
- A list of current South Florida or Florida clients of approximately the same size and scope as Miami Shores Village.
- General information about the firm (i.e., company, location of office(s), years in business, organization chart, number and position titles of staff, and any certification(s) or degree(s)).
- Provide the name, title, experience and qualifications of the personnel who will be assigned to provide service to the Village including a project manager and the main project team. Please include an organizational chart of the proposed team with key personnel highlighted.
- Professional Stormwater services background of the firm including the firm's experience in assisting other government entities in developing Stormwater and roadway improvement projects. Please provide a description of at least three similar projects performed with another local municipality of the similar size and scope.
- Experience of the firm including engineering and design of Stormwater management projects, regulatory knowledge related to Stormwater and roadway design, methods of estimating costs, methods of complying with funding criteria, and construction phase services.
- Provide the project approach describing in detail the firm's approach to the Shores Estates Stormwater improvement project. A schedule must be provided indicating project tasks proposed, the duration, the relationship to each other and the completion of the project.
- Provide proof of compliance with insurance requirements and attach a copy of a valid insurance certificate for the firm's general liability, professional liability, and automobile insurance, and proof of adequate worker's compensation coverage for employees.
- Degree of work, if any, that is to be subcontracted.



# SCOPE OF SERVICE

The scope of services, as may be modified through negotiation and/or by written addendum issued by the Village, will be made a part of the Agreement.

The Village is seeking qualification statements from individuals or firms to provide the following services for a grant funded project through the **Division of Emergency Management (DEM)**, identified as DEM award number 4337-372 R.

The Village requires an Engineering Firm to provide design, permitting, and construction phase services for the design and construction management for a Stormwater improvement project within the Shore Estates subdivision located in Miami Shores, Florida. The project area consists of approximately 99 homes that are bounded by NE 107th Street to the north, Biscayne Canal C-8 to the south, US 1 to the east and Miami Shores Golf Club to the west.

The existing drainage system in the Shore Estates subdivision consists of a series of roadside swale areas, retention areas, and limited Stormwater infrastructure to collect Stormwater runoff from the right of way along the edge of the roadways. The roadside swale areas and retention areas are partially interconnected with drainage inlets and culverts located throughout the public right of way to convey Stormwater runoff into the South Florida Water Management District (SFWMD) C-8 Canal.

During and after significant rainfall events, the Shore Estates subdivision experiences severe flooding. The Village is looking to redesign the existing Stormwater drainage system to include complete reconstruction of roadways with new profiles, new curb and gutter, and new underground drainage infrastructure to mitigate flooding in the project area.

The Village received a grant from the DEM for \$1.9 M to partially fund the construction cost. Any remaining costs will be paid by the Village.

Consultant shall provide all engineering design and construction services including, but not limited to:

1. Site investigation and data collection evaluating existing Stormwater drainage system to determine areas of concern.
  - a. Topographic Survey
  - b. Subsurface Utility Verification
  - c. Geotechnical Investigation
  - d. Document Review
  - e. Site Visits



2. Design plans for bidding purpose
  - a. 60%, 90% and final submittal design plans and technical specifications
  - b. Design Review Meetings
3. Permitting and coordination with Federal, State and Local regulatory agencies
4. Assistance with bidding process
  - a. Preparing a bid form
  - b. Pre-bid meeting and addenda preparation
  - c. Bid evaluation and award
5. Provide construction phase services/construction management to include:
  - a. Progress meetings
  - b. Shop drawing review
  - c. Pay application review
  - d. Onsite observations
  - e. Public involvement
  - f. Respond to RFIs and prepare change orders
  - g. Provide project status and complete reports and forms required by Department of Commerce EDA and other agencies to include but not limited to EDA Quarterly Progress Report and Davis-Bacon wage rate verification including field interviews.
  - h. Prepare closing documents and reports.

The complete bid document development, design, and construction requirements must be in compliance with all applicable laws and regulations of the State of Florida, Miami-Dade County and Ordinances of Miami Shores Village.



# 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 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.

#### **A. 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.

#### **B. 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.

#### **C. 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.



# LIMITS OF LIABILITY

Type of Insurance

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	
XX	broad form property damage	Combined
		_____
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 <u>each accident</u>
XX	comprehensive form	<u>property damage</u>
XX	owned	bodily injury and property damage
XX	hired	property damage
XX	non-owned	Combined

**REAL & PERSONAL PROPERTY**

Comprehensive Form      Consultant must show proof they have this coverage.

**EXCESS LIABILITY**

		bodily injury and property damage		
XX	umbrella form	property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000
-----				
XX	PROFESSIONAL LIABILITY		\$1,000,000	\$1,000,000
	* Policy to be written on a claims made basis			
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# SELECTION PROCESS

All properly submitted RFQ packages shall be evaluated by Miami Shores Village through a Selection/Evaluation Committee that will be appointed to select the most qualified firm(s). The firm(s) selected will be one whose proposal is determined to be the most advantageous to the Village. The Selection/Evaluation Committee will present their findings to the Village Council.

The Village desires to avoid the expense to all parties of unnecessary presentations; however, the Village may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the Village elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

## **Method of Evaluation**

All properly submitted RFQ Packages shall be evaluated by Miami Shores Village based on the following selection criteria and point system:

General Compliance with the Requirements of the RFQ	Pass/Fail
South Florida clients	5
General Background of Firm	10
Qualifications of Project Manager/Team and Organization	20
Stormwater/Roadway Improvement Project Background & Experience of Firm	20
Experience of Firm in Funding Criteria Compliance	20
Project Approach	20
Insurance Requirements	5
<b>Total Points</b>	<b>100</b>

## OTHER

### **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.



# **GENERAL PROVISIONS**

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

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

## **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.

### **NON-APPROPRIATION**

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.

### **NON-CONFORMING 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.



## **NON-DISCRIMINATION**

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**

