



## REQUEST FOR PROPOSALS

### “OPERATION OF A FARMERS MARKET” RFP #2022-07-01

Dear Potential Respondent:

Miami Shores Village (“Village”) is inviting the submission of proposals from qualified firms / organizations business entities (“Market Manager”) for the operation of the Sunday Farmers Market in complete and strict accordance with specifications in the Request for Proposals.

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

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

Questions regarding this solicitation shall be submitted in writing to [bids@msvfl.gov](mailto:bids@msvfl.gov) no later than 5:00 p.m. Tuesday, July 26, 2022. Responses to those questions considered material to the solicitation will be made available as formal addenda located on the Village’s website. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit one (1) original and four (4) copies of duplicate copies of the submission in a sealed package. All copies should be on 8½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the contractor. In addition to the hard copies, an electronic version of statements of qualification is to be submitted on a USB storage device (flash or thumb drive).

All proposals must be signed, sealed and delivered in person or by mail to the Office of the Village Clerk, Miami Shores Village, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, **no later 2:30 P.M. EDT on Friday, August 5, 2022** at which time they will be publicly opened. All packages shall be in a sealed envelope and clearly marked **"RFP #2022-07-01 "OPERATION OF A FARMERS MARKET"**. The Village will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. Any submission may be withdrawn

until the date and time set above for the submissions. Facsimile or e-mailed proposals shall be rejected and will not be accepted.

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

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

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

**TENTATIVE SCHEDULE OF EVENTS**

EVENT	TIME &/OR DATE
Issuance of Solicitation (Posting Date)	July 18, 2022
Question Final Due Date	July 26, 2022
Anticipated Date of Issuance for the Addenda Questions and Answers	July 28, 2022
Bids will be accepted until	2:30 p.m. on August 5, 2022
Award recommendation	September 2022
Issuance of Notice to Proceed	September 2022
Commencement	October 2022

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

## 1.0 GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Scope of Service:** Document which details the work

to be performed by the Proposer.

**Subcontractor or Sub-consultant:** Any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

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

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

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

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

## 1.2 VENDOR NOTIFICATION

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

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

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

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, all solicitations, once advertised and

until an award recommendation has been forwarded

to the appropriate authority are under the “Cone of Silence”. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the project contact herein. Such inquiries or request for information shall be submitted and shall contain the requester's name, address, and telephone number.

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

## 1.4 PROPOSERS RESPONSIBILITIES

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

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.
- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in Resolution # 1124-07 and applicable Miami- Dade County Ordinances, State Statutes and Federal Statutes.

## 1.5 SUBMISSION OF PROPOSALS

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

## 1.6 ADDENDA

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

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

## 1.7 REJECTION OF PROPOSAL

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

## 1.8 WITHDRAWAL OF PROPOSAL

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

## 1.9 LATE PROPOSALS OR MODIFICATIONS

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

## 1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions,

Scope of Services, Proposal Submittal Section, or

any addendum issued, the order of precedence shall be as follows: The last addendum issued, the Special Conditions, General Terms and Conditions, the Scope of Services, and the Proposal Submittal Section.

## 1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

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

## 1.12 INVOICING/PAYMENT

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

## 1.13 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

### To the Village Manager:

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

and,

**To the Village Attorney:**

Miami Shores Village  
Office of the Village Attorney  
10050 NE 2<sup>nd</sup> Ave.  
Miami Shores, FL 33138  
VillageAttorney@MSVFL.gov

**To the Proposer:**

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

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

**1.14 EMPLOYEES**

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

**1.15 AWARD OF PROPOSAL**

The Village also reserves the right to award the contract to best serve the interest of the Village.

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

- A. Responsibility: In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.
- B. Responsiveness: In order to be considered responsive to the solicitation, the firm's Proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**1.16 PROTESTS**

- A. Right to protest. Any Proposer or interested parties (hereinafter collectively referred to as the ("Proposer")) who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from the specifications, requirements and/or terms set forth in the RFP.
  - 1. Any protest concerning the specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
- B. The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the

Village Attorney with regard to the issue of responsiveness.

- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.
- F. Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village Council, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Council of any legal issues relative to any protest filed in connection with the RFP in question.

K. The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

#### **1.17 AGREEMENT**

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

#### **1.18 DISQUALIFICATION OF PROPOSERS**

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

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

#### **1.19 SUBCONTRACTING**

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

#### **1.20 ASSIGNMENT**

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

#### **1.21 DEBARRED OR SUSPENDED PROPOSERS OR PROPOSERS**

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

#### **1.22 FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8-1.4 of the Miami-Dade County

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

### **1.23 COLLUSION**

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

### **1.24 PATENTS AND COPYRIGHTS**

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

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

Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.

### **1.25 PUBLIC RECORDS LAW**

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

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

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF**



**PUBLIC RECORDS AT  
(TELEPHONE NUMBER: (305)762-  
4870, EMAIL:  
[RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG) AND  
MAILING ADDRESS: VILLAGE  
CLERK, MIAMI SHORES VILLAGE,  
10050 NE 2<sup>ND</sup> AVENUE, MIAMI  
SHORES, FLORIDA 33138**

#### **1.26 EXCEPTIONS TO PROPOSAL**

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

#### **1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless Miami Shores Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to attorney's fees and costs of defense, which Miami Shores Village, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the Miami Shores Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly

understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover Miami Shores Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

#### **1.28 COPELAND "ANTI-KICKBACK"**

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

#### **1.29 CHOICE OF LAW**

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

#### **1.30 QUANTITIES**

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

#### **1.31 CLAIMS**

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

#### **1.32 MODIFICATION OF CONTRACT**

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

#### **1.33 PUBLIC ENTITY CRIMES**

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

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

### **1.34 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.35 DRUG-FREE WORKPLACE PROGRAM**

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

### **1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

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

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

### **1.37 ACCESS TO RECORDS**

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the Village Auditor or the Village Auditor's

designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three (3) years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE):**

**(305)762-4870, EMAIL**

**[RODRIGUEZY@MSVFL.ORG](mailto:RODRIGUEZY@MSVFL.ORG)**

**AND MAILING ADDRESS: VILLAGE CLERK, MIAMI SHORES VILLAGE, 10050 NE 2<sup>ND</sup> AVENUE, MIAMI SHORES, FLORIDA 33138**

### **1.38 BEST INTEREST OF MIAMI SHORES VILLAGE**

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

### **1.39 INSURANCE REQUIREMENTS**

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

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

of notification of award.

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

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

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

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

#### **A. WORKER'S COMPENSATION INSURANCE**

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

#### **B. LIABILITY INSURANCE**

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

#### **C. COMPREHENSIVE GENERAL LIABILITY**

Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury

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

#### **D. COMPREHENSIVE AUTOMOBILE AND TRUCK LIABILITY**

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

#### **E. WAIVER OF SUBROGATION**

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

#### **F. DEDUCTIBLE**

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

#### **G. FAILURE TO MAINTAIN COVERAGE**

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

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the

Proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

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

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

**1.40 PERFORMANCE AND PAYMENT BOND:**

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

**1.41 VILLAGE WEBSITE**

The Village utilizes the following procedures for notification of proposal opportunities: <https://www.msvfl.gov>

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

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

**1.42 DISCLAIMER**

Miami Shores Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all Proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or waive any

formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform to Miami Shores Village's requirements will not be considered. After all Proposals are analyzed, Proposer(s) submitting Proposals that appear, solely in the opinion of Miami Shores Village, to be the most qualified, shall be submitted to Miami Shores Village Council, and the final selection will be made thereafter with a timetable set solely by Miami Shores Village. The selection by Miami Shores Village shall be based on the RFP, which is, in the sole opinion of the Village Council, in the best interest of Miami Shores Village. In all cases Miami Shores Village shall have no liability to any Proposal for any costs or expense incurred in connection with this RFP.

**1.43 CONFIDENTIALITY**

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

**1.44 NATURE OF THE AGREEMENT**

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

by a written amendment duly executed by both parties hereto and their authorized representatives.

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

The Proposer acknowledges that the Agreement requires

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

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

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

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

#### **1.45 PAYMENT FOR SERVICES / AMOUNT OBLIGATED**

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

experienced, and licensed the Proposer.

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

#### **1.46 PROPOSALS FIRM FOR ACCEPTANCE:**

Proposer warrants, by virtue of submitting a proposal, that the Proposal and the prices quoted in the Proposal will be firm for acceptance by the

Village for a period of one hundred twenty (120) days from the date of Proposal opening unless otherwise stated in the RFP.

#### **1.47 MANNER OF PERFORMANCE**

A. The Proposer shall provide the services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all services described herein and to full and prompt cooperation by the Proposer in all aspects of the services. At the request of the Village, the Proposer shall promptly remove from the project any Proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Proposer.

B. The Proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Proposer's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Proposer's personnel as used in this Article shall not require the termination and or demotion of such Proposer's personnel.

C. The Proposer agrees that at all times it will employ, maintain and assign to the performance of the services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner.

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

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

**1.48 INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**1.49 AUTHORITY OF THE VILLAGE'S PROJECT MANAGER**

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including but not limited to: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Proposer shall be bound by all determinations or orders and shall promptly comply with and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

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

- a. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- b. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement.
- c. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised

or taken.

- d. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor and the Village reserve the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.50 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

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

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

#### **1.51 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

#### **1.52 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the

Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **1.53 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

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

#### **1.54 SEVERABILITY**

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

#### **1.55 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation, or material misstatement.
- B. The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.

D. The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

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

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

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:

1. Stop work on the date specified in the notice ("the Effective Termination Date").
2. Take such action as may be necessary for the protection and preservation of the Village's materials and property.
3. Cancel orders.
4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
5. Take no action which will increase the amounts payable by the Village under the Agreement.

G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article

the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

#### **1.56 EVENT OF DEFAULT**

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered deliverables on a timely basis.
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
5. The Contractor has failed to obtain the approval of the Village where required by the Agreement.
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.



B. When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:

1. Treat such failure as a repudiation of the Agreement.
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**1.57 REMEDIES IN THE EVENT OF DEFAULT**

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

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

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

**1.58 PROPRIETARY RIGHTS**

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

B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.

C. Accordingly, neither the Proposer nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Proposer, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Village, except as required for the Proposer's performance hereunder.

**1.59 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Dept. of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami-Dade County Code,
- G. Florida Building Code (FBC).
- H. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **1.60 FORCE MAJEURE**

The Agreement which is awarded to the successful Proposer may provide that the performance of any act by the Village or Proposer hereunder may be

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

#### **1.61 NONDISCRIMINATION**

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

#### **1.62 CONFLICT OF INTEREST**

The Proposer represents that:

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

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

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

**1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

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

**1.64 BANKRUPTCY**

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

**1.65 GOVERNING LAW/VENUE**

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

**1.66 SURVIVAL**

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

expiration hereof.

### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

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

### **1.68 PROHIBITION OF INTEREST**

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

### **1.69 NO CONTINGENT FEES**

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

### **1.70 E-VERIFY**

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

### **1.71 BUDGETARY CONSTRAINTS**

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

### **1.72 SOVEREIGN IMMUNITY**

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

### **1.73 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

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

### **END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 COMPETENCY OF PROPOSERS**

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

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

### **2.2 PERFORMANCE OF SERVICES**

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

### **2.3 CONTRACT TERM**

The initial contract term shall commence upon final execution of the contract by the Village and shall expire three (3) years from that date or the day after the current contract expires, whichever is later. The Village reserves the right to extend the contract for two (2) additional one (1) Year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the Village.

In the event services are scheduled to end because of the expiration of this contract, the Consultant shall continue the service upon the request of the Village as authorized by the awarding authority. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when this extension clause is invoked by the Village.

### **2.4 UNAUTHORIZED WORK**

The Successful Consultant(s) shall not begin work until a Contract has been awarded by the Village Commission and a notice to proceed has been issued. Consultant(s) agree and understand that

the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Consultant(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Consultant(s) from commencing the work once the Village Commission has awarded the contract and notice to proceed is issued.

If the Proposer is awarded a contract under this solicitation, the price agreed between the Village and the selected Proposer shall remain fixed and firm during the term of contract, except for any change orders or variations that may be approved, which must meet the prior approval and authorization of the Village.

### **2.5 REQUESTS FOR INFORMATION**

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

### **2.10 PROPOSER AS AN INDEPENDENT CONTRACTOR**

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

### **2.11 PROPOSER'S REPRESENTATIONS**

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

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

acceptable to Proposer.

## **2.12 PERSONNEL**

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

## **2.13 REQUIRED LICENSES AND CERTIFICATIONS**

Proposer must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of proposal submission.

**END OF SECTION**

### **SECTION 3.0 SCOPE OF SERVICES**

Miami Shores Village (“Village”) is inviting the submission of proposals from qualified firms/organizations business entities (“Market Manager”) for the operation of the Sunday Farmers Market in complete and strict accordance with specifications in the Request for Proposals.

Proposers must demonstrate experience in the organization, operation and marketing of farmers markets plus any other related activities that are involved in this type of operation. The Village will favor proposals that contribute to the vibrancy of the Village and that provide needed services to the local community.

The Village expects the managing company to work independently, however, the Village will maintain a level of oversight in event activities. The Village reserves the right to have input on the overall strategy and may assist in outreach to stakeholders to help events succeed.

#### **BACKGROUND**

Miami Shores Village is a diverse, vibrant and environmentally conscious community situated in Miami-Dade County and is located in close proximity to I-95 and just north of downtown Miami. The Village has a resident population of approximately 11,570 and was incorporated in 1932. Miami Shores Village is celebrating its 90th Anniversary throughout the year.

The Farmers Market will be a hub for residents and visitors who wish to purchase fresh, locally grown produce, baked goods, organic foods, hand-made goods and other “green” sustained products.

It is the intent of the Village that the selected vendor as a result of this RFP will begin operations during the month of October 2022 and thereafter on every Sunday until the end of May of each year. Providing advanced notice to the awarded firm, the Village will have the right to institute blackout days, such as holidays and holiday weekends.

#### **MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:**

To be eligible to respond to this RFP, the proposer should have performed similar work and have a minimum of three (3) years’ experience managing and operating farmers markets. The proposer must submit the resume of all personnel who will be involved in any aspect of the project.

#### **MARKET ADMINISTRATION**

The Market Manager shall be required to perform all aspects of administration of the Farmers Market, including vendor solicitation, review and approval, collection of vendor fees, day-of-market operations, and resolution of conflicts that arise from or occur during the Farmers Market. The Market Manager shall utilize best industry practices and/or best management practices, which may require additional services not explicitly listed.

The Manager shall be required to have a representative onsite at all times during the Farmers Market operating hours, which includes times for set-up and take-down for all vendor booths. Proposer shall provide Village staff with a cell number by which they can be reached. The Proposer shall have representative(s) onsite prior to the arrival of the first vendor and shall have representative(s) onsite until any and all vendors have vacated the location.

The Market Manager shall be responsible to see that all vendors adhere to and comply with all applicable Florida Codes, regulations, certified Farmers Market rules and Village codes.

**HOURS OF OPERATION**

The Farmers Market shall be open weekly on Sundays only between the hours of 10:00 a.m. to 2:00 p.m., unless otherwise approved in writing by the Village Manager. Any changes in operational hours must be approved by the Village in advance.

**LOCATION:**

The Farmer’s Market will operate at Optimist Park, on the southeast corner of NE 94th Street and NE 2nd Avenue in Miami Shores, Florida. Vendor booths will be allowed inside the park around the perimeter of the concrete sidewalks including the sidewalks around the oak trees inside of the park. Patrons will walk along the sidewalks only to prevent damage to the park grounds.

**PARKING:**

Parking is available in public parking spaces along the park.

**SET-UP/TAKE-DOWN/CLEAN-UP**

The Proposer shall be responsible for maintaining the area reserved for the Farmers Market prior to and following the operations of the market each Sunday. The Proposer shall have one (1) hour prior to the scheduled opening time of the Farmers Market and one (1) hour following the scheduled closing time of the Farmers Market to perform set-up, take-down and clean-up of the area used for the Market. It shall be the responsibility of the Proposer to ensure that the Farmers Market closes promptly at 2:00 PM and that all vendors have cleaned-up their respective areas and exited the premises by or before 4:00 PM.

**ACTIVITY RESTRICTIONS**

The Village strictly prohibits certain activities at the Farmers Market, and it shall be the Proposer’s responsibility to ensure compliance with these restrictions from any and all market vendors, as well as visitors of the Farmers Market.

1. Sale of consumption of alcoholic beverages; federally controlled substances; illegal narcotic substances; federally banned products, including but not limited to devices, weapons, drugs, food, or liquid, juices, or drinks.
2. Sale of prescription drugs, federally recalled products, including but not limited to devices, foods, or liquids, juices, or drinks; any product, device or substance classified as or regulated as a hazardous substance under local, state, or federal law, rule, or regulation; any living animal, including pets and livestock.
3. Any other activities determined by the Village to be prohibited.
4. The Market Manager shall be required to notify the Village if there is any request to provide any product, substance, or items at the Farmers Market, questionable in nature, to determine whether or not the activity may be allowed.

**SIGNAGE AND SOCIAL MEDIA**

The Market Manager shall be responsible to provide its own signage (A-frame signs, banners, etc.). Signage is allowed only during the time in which the market is open. It must be removed at the close



of the market.

Any use of the Village logo for marketing shall be with the expressed permission of the Village Manager or his designee.

Social Media posts associated with Farmers Market are responsibility of the proposer. Marketing on the Village website and social media will be in coordination with the Village.

### **REPORTING**

The Proposer shall submit with each payment, a monthly report detailing the number of participating vendors and estimated visitor attendance for each Farmers Market conducted during the prior month. The report shall also include a list of “active” vendors who have participated in at least one (1) Farmers Market during the previous month. The listed vendor shall be categorized as fresh food vendors, prepared food vendors, craft vendors, or “other” vendors, which would include vendors for market music, demonstrations, etc. The Proposer shall submit any additional reports upon request from the Village. The monthly report shall also include a listing of any and all waiting list vendors, as well as any vendors that were disapproved from participating in the Farmers Market with an explanation for the disapproval.

### **MAINTENANCE**

The Market Manager shall inspect the location for the Farmers Market prior to each scheduled event in order to determine the overall condition of the area being used and shall notify the Village if there are any areas that require attention, repair or closure prior to the Farmers Market use of the area.

The Market Manager shall be responsible for restoring the area(s) used for the Farmers Market back to the original condition. The Market Manager must remove and properly dispose any and all debris and garbage generated by the Farmers Market, as approved by the Village. In the event the Village is required to expend funds to clean and/or repair any areas, the Village shall bill the Market Manager for all amounts paid, including costs for Village Staff time. The Market Manager must pay any invoice from the Village by or before the fifteenth (15<sup>th</sup>) of the following month for these charges.

### **TERMS OF PAYMENT**

The proposer shall provide the percentage amount or dollar amount they are willing to pay for the right to operate a farmer's market at the referenced location. The Market Manager shall submit a check to the Village no later than the 15th day of the following month.

### **CONTRACT TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Village retains two (2) options to extend the Term of this Agreement for additional one-year terms.

### **INCLEMENT WEATHER/LIGHTNING POLICY**

The Farmers Market is a rain or shine event. The Market Manager should monitor weather beginning on Thursdays, canceling/closing the Market only if forecasts present danger to vendors and customers,

e.g., lightning, hurricane conditions, etc.

**SPACE AVAILABILITY TO VILLAGE**

One (1) space will be made available, on occasion, for the Village to use as an educational opportunity or to sell merchandise.

**VENDOR CONDUCT**

Vendors must wear shirts and shoes at all times in market area. Vendors must always act professionally with customers, Market Manager's staff, and fellow vendors.

**AWARD:**

The Village intends to select and make a recommendation for award of a contract to the Village Council. There is no obligation on the part of the Village to award the contract to the proposer with the most favorable compensation package to the Village. The Village further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the proposal that is/are in its best interest, and its decision is final.

#### 4.0 REVENUE PAYMENT PROPOSAL

The Proposer shall provide the revenue payment information in the format as requested in the schedules below, categorically showing the revenue payment proposed and to provide the services as described in this Solicitation.

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

The awarded licensee proposed to pay the Village as follows:

<p><b>PROPOSED FEE</b></p>	<p>\$_____ Proposed fee per day equal to:</p> <p>_____ % of gross revenue collected for date's program</p>
----------------------------	--

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

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Telephone No.

## **SECTION 5.0 PROPOSAL FORMAT**

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below. The Respondent shall submit in accordance with the content and format requirements set forth in this RFP. The Proposal shall be written in sufficient detail to permit Miami Shores Village to conduct a meaningful evaluation. The proposal must include the following information:

### **5.1 COVER AND DIVIDERS**

Cover must be clearly marked with the RFP number and project title; the Proposer's agency or firm name, address, telephone number, and name of contact person; and the date. Section dividers for each of the sections listed below should be included.

### **5.2 COVER LETTER / LETTER OF INTRODUCTION**

The cover letter / executive summary should be signed by the Proposer's representative who is authorized to negotiate terms, render binding decisions and commit the Proposer's resources.

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

### **5.3 QUALIFICATIONS AND EXPERIENCE / ABILITY OF PROFESSIONAL PERSONNEL (30 POINTS)**

1. The name and legal description of the entity proposing to be the Market Manager, a detailed description of the ownership structure of that entity and resumes for all principals with 5% or greater ownership.
2. A description of the experience of the entity and/or its principals in the operation of farmers markets and/or related community event management experience.
3. List the name and location of the farmers market or similar experience and type of work accomplished. Include reference contact information, as applicable.
4. Describe any experience recruiting, retaining, and managing vendors in community event settings.
5. Briefly describe your advertising and marketing philosophy and experience as it relates to farmers markets and community events.
6. A description of the experience and understanding of the culture of Miami Shores Village.

**5.4 OPERATIONAL MODEL / TECHNICAL APPROACH TO THE SCOPE OF WORK (25 POINTS)**

1. Describe in detail all the following policies and guidelines:
  - A. The hours, scale, and character of the overall Market operations.
  - B. Process for vendor eligibility and selection.
  - C. Requirements for Market conduct.
  - D. Procedure for enforcing compliance.
  - E. Plan for branding and promotion.
  - F. Include projected revenue (from all sources) and detail the proposed booth rates.
  
2. Marketing Plan
  - A. Describe how you will attract and retain vendors for the market including tools and resources you would use.
  - B. Describe how you will market the Farmers Market to consumers. Identify your target customers.
  - C. Describe what marketing tools you will use to reach your target consumers. Describe how you might work with local businesses to promote local businesses.

**5.5 PROPOSED REVENUE (20 POINTS)**

The scoring of the Revenue Schedule Proposal will be based on the fee the proposer is willing to pay to the Village for the operation of the Farmers Market. A Required Section 4.0 Price Proposal Form shall be included in a labeled section. The form must be signed.

**5.6 PAST PERFORMANCE AND REFERENCES (25 POINTS)**

1. Provide three (3) different reference letters from past or current municipalities or clients indicating the performance of the firm, including the onsite employees, on at least three (3) different contracts.
  
2. Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP. This explanation must deal specifically with the problems involved on the prior contract and any organizational, operational or other changes which have been or will be implemented. If, in sole judgment of the Village, the Contractor has failed to provide an adequate plan to ensure that the contractual dispute previously experienced by the Village will not recur, the Village reserves the right to reject the

proposal submitted by that Contractor.

**5.7 INSURANCE REQUIREMENTS**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the Village's requirements will be submitted before final execution or issuance of the contract.

**5.8 PROFESSIONAL LICENSURE**

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

**5.9 REQUIRED FORMS**

All required forms, attachments, licenses and certificates of insurance shall be included in a labeled section 5.9, including those forms in Section 6.0 Required Forms.

**Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.**

**END OF SECTION**

## **SECTION 6.0 EVALUATION CRITERIA**

### **6.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

### **6.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY**

Each Proposer will be reviewed to determine if the Proposer is a responsible Proposer. A responsible Proposer is a Proposer which the Village affirmatively determines (prior to the award of a contract) has the ability, capability and skill to perform under the terms of the contract; can provide the materials or service promptly within the time specified, without delay or interference; has a satisfactory record of integrity and business ethics; and meet the Minimum Qualification requirements in this RFP.

### **6.3 EVALUATION PROCESS**

An Evaluation Committee of a minimum of three members of Village Staff, or other persons selected by the Village Manager or his designee, shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria. Submittals shall be evaluated based upon the information and references contained in the RFP as submitted.

### **6.4 EVALUATION OF PROPOSALS**

The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

<b>Evaluation Criteria</b>	<b>Max Points</b>
Qualifications and Experience / Ability of Market Management (Section 5.3)	<b>30</b>
Operational Model / Technical Approach to the Scope of Work (Section 5.4)	<b>25</b>
Proposed Revenue Payment (Section 5.5)	<b>20</b>
Past Performance and References (Section 5.6)	<b>25</b>

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

## **6.5 ORAL PRESENTATIONS**

The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for award, based solely on their review and evaluation of Proposals, to the Village Manager and Miami Shores Village Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms.

Should the Village require such oral presentation(s), the Proposer will be notified five (5) days in advance of appearing before the Evaluation Committee. The Proposer's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The Village will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

The ranking and the Evaluation Committee's recommendation shall be reported to the Village Council through and with the concurrence of the Village Manager.

## **6.6 CONTRACT AWARD**

Contract(s) may be awarded on the basis of offers received, without discussion. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer.

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

**END OF SECTION**



## **SECTION 7.0    REQUIRED FORMS**

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the Village if the Proposer is determined to be the most responsive and responsible Proposer.

7.1 Acknowledgement of Addenda

7.2 Drug Free Workplace Program

7.3 Solicitation, Giving, and Acceptance of Gifts Policy

7.4 Indemnification Clause

7.5 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on  
Public Entity Crimes

7.6 Anti-Kickback Affidavit

7.7 Proposer Questionnaire

**7.1 ACKNOWLEDGEMENT OF ADDENDA**

---

---

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

---

---

**PART I:**

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

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

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

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

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

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

---

---

**PART II:**

\_\_\_\_\_ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.**

---

---

**FIRMS NAME:** \_\_\_\_\_

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

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

## 7.2 DRUG-FREE WORKPLACE PROGRAM

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**FIRMS NAME:** \_\_\_\_\_

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

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

### 7.3 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

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

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

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

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

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

FIRMS NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

**7.4 INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, defend and hold harmless the Village Council, Miami Shores Village and their agents and employees from and against all claims, damages, losses and expenses (including attorney’s fees) arising out of or resulting from the contractor’s performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage to or destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Firm’s Name: \_\_\_\_\_

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

STATE OF FLORIDA COUNTY  
OF MIAMI-DADE

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

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

signature in the space provided above on this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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

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

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

By: \_\_\_\_\_  
*(print individual's name and title)*

For: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 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 legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

---

*Signature*

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

Personally known \_\_\_\_\_ OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

(Printed Name)

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



**7.6 ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    }  
  } SS:  
COUNTY OF                            }

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

By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Personally known \_\_\_\_\_ OR Produced the following

identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

\_\_\_\_\_

(Printed Name)

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

Miami Shores Village Response Form

**7.7 QUESTIONNAIRE**

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

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

1. Legal Business Name: \_\_\_\_\_

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

3. Federal Employer I.D. No. (FEIN): \_\_\_\_\_

4. Website address: (if applicable): \_\_\_\_\_

5. Principal place of business address: \_\_\_\_\_

6. Office location responsible for this project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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

Corporation (specify the State of Incorporation): \_\_\_\_\_

Sole Proprietor

Limited Liability Company (LLC)

Limited Partnership

General Partnership (State and County filled in) \_\_\_\_\_

Other – Specify: \_\_\_\_\_

8. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

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

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

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

10. Affiliated Entities of the Principal(s):

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

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

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

Yes       No

12. How many years has your firm been in business while providing the services offered within this solicitation? \_\_\_\_\_ years.

13. Is your firm’s business regularly engaged in and routinely selling the services offered within this solicitation?

Yes       No

14. Has your firm ever failed to complete any services during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

15. Is your firms or any of its principals or officers currently principals or officers of another organization? *If yes, specific details in an attached written response.*

Yes       No

16. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three (3) years? *If yes, specify details in an attached written response.*

Yes       No

17. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? *If yes, specify details in an attached written response, including contact information for owner and surety company.*

Yes       No

18. Non-Collusion Certification: Firm shall disclose, to their best knowledge, any Miami Shores Village officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1)(c), the Florida Statutes who is an officer or director of, or has a material interest in, the Firm's business, who is in a position to influence this procurement. Any Miami Shores Village officer or employee who has input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Firm to disclose any relationship described herein shall be reason for debarment (*check one*).

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

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

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

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

I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Miami Shores Village.

If this box is checked, provide the following: \_\_\_\_\_

Name of Person the information was provided: \_\_\_\_\_

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

Date Information provided: \_\_\_\_\_

For what purpose was the information provided? \_\_\_\_\_

\_\_\_\_\_



**AGREEMENT No. RFP XXXXX  
BETWEEN  
MIAMI SHORES VILLAGE AND  
(CONTRACTOR NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between (name of company) ("Contractor"), (type of company) and existing under the laws of the State of Florida, having its principal office at located at (address) (hereinafter referred to as the ("CONTRACTOR ")), and Miami Shores Village, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138 (hereinafter referred to as the "VILLAGE"),

**RECITALS**

**WHEREAS**, The Village issued a solicitation RFP \_\_\_\_\_ for the operation of the Farmers Market and the Contractor tendered response ("Response"), in response thereto, and was selected as one of the most qualified for the provision of said Services. The RFP and the Response are expressly incorporated into and made a part of this Agreement as if set forth in full; and which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the CONTRACTOR's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the VILLAGE desires to enter into agreement with the CONTRACTOR such services for the VILLAGE, in accordance with the terms and conditions of this Agreement.

**WHEREAS**. The Village has agreed to allow the Contractor to utilize the Property for the activities described in Exhibit "A".

**WHEREAS**, The CONTRACTOR shall furnish all labor, supplies, equipment, tools, services, and supervision necessary to operate the Farmer's Market.

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

**Additional Terms and Conditions**

**SECTION 1. TERM.**

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect for a period of three (3) years, with two (2) options to renew for one (1) additional year.

1.2 The VILLAGE has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due the VILLAGE prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the VILLAGE within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall

thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

## **SECTION 2. PAYMENT.**

2.1 Payment in the amount of \_\_\_\_\_ dollars per booth shall become due to the VILLAGE, on the 15<sup>th</sup> day of the following month for the right to operate and manage the Farmer's Market for profit.

## **SECTION 3. FEES.**

3.1 The schedule of all fees charged are to be determined together by the CONTRACTOR and the VILLAGE's designee with final approval by the Village Manager. The contractor must adhere to mutually agreed upon and established vendor fees, regulations and rules.

## **SECTION 4. NOTICE.**

4.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

### **To the Village:**

Village Manager's Office  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 762-4851  
Email: [ScottE@msvfl.gov](mailto:ScottE@msvfl.gov)

Office of the Village Attorney  
Miami Shores Village Hall  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138

With copy to:  
Miami Shores Recreation Director  
10050 N.E. 2nd Avenue  
Miami Shores, FL 33138  
Telephone No. (305) 758-8103  
Email: [dorneya@msvfl.gov](mailto:dorneya@msvfl.gov).

### **To the Contractor:**

---

## **SECTION 5. MODIFICATION.**

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

6.1 The CONTRACTOR is an Independent CONTRACTOR under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the VILLAGE. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the services rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that VILLAGE will not provide workers' compensation insurance for the CONTRACTOR or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONTRACTOR shall be deemed to be an employee or agent of the VILLAGE. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the VILLAGE. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the VILLAGE shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate VILLAGE.

## **SECTION 7. INDEMNIFICATION.**

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

## **SECTION 8. GOVERNING LAW.**

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

## **SECTION 9. RECORDS.**

9.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the VILLAGE under this agreement shall be the property of the VILLAGE. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the VILLAGE within ten (10) days. The VILLAGE shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The VILLAGE Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

**SECTION 10. ASSIGNMENT AND SUBCONSULTING**

10.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or sub consulted by the CONTRACTOR without the express prior written consent of the VILLAGE. Any assignment, delegation or sub consult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the VILLAGE may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The VILLAGE may assign its rights, together with its obligations hereunder.

**SECTION 11. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDSLAW**

11.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agreesto:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.
- B. Upon request from the VILLAGE's custodian of public records, CONTRACTOR shall provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE. Notwithstanding, it is understood that at all times CONTRACTOR's work papers shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- F. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the VILLAGE.

**CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE**



**CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELE: 305-762-4870, E-MAIL: RODRIGUEZY@MSVFL.GOV., AND MAILING ADDRESS: MIAMI SHORES VILLAGE HALL 10050 N.E. 2ND AVE., MIAMI SHORES, FL 33138.**

**SECTION 12. PROMPT PAYMENT ACT.**

12.1 The VILLAGE as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat. (as amended).

**SECTION 13. CONFLICT OF INTEREST/CODE OF ETHICS.**

13.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; of which is incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

13.2 Standards and Proper Decorum: The VILLAGE promotes and expects a high standard of ethics and professional conduct in all Miami Shores Village employees. The CONTRACTOR shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the VILLAGE.

**SECTION 14. SOVEREIGN IMMUNITY.**

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

**SECTION 15. ORDER OF PRECEDENCE.**

17.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONTRACTOR'S RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONTRACTOR'S RESPONSE. THE VILLAGE EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

**SECTION 16. INSURANCE.**

16.1 Under the terms and conditions, the agreement, the VILLAGE requires appropriate coverage listing Miami Shores Village as an additional insured. The insurance described within Exhibit "A" reflects the insurance requirements deemed necessary for this agreement.

16.2 CONTRACTOR shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by VILLAGE.

16.3 CONTRACTOR shall provide and shall require all of its sub-contractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Property Insurance (Builder's Risk), Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Umbrella/Excess Liability, as stated below. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and

having agents upon whom service of process may be made in the State of Florida.

16.4 All certificates shall state that the VILLAGE shall be given ten (10) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the CONTRACTOR to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the Village, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 10 shall not be affected by any other policy of insurance, which the Village may carry in its own name.

#### **SECTION 17. NON-EXCLUSIVITY.**

17.1 This Agreement is non-exclusive. The VILLAGE retains the right to engage the services of additional third-party CONTRACTORS or assign responsibilities to an employee of the VILLAGE to perform the same or similar services provided by CONTRACTOR under this Agreement and to assign work to such parties in its sole discretion.

#### **SECTION 18. ANTI-DISCRIMINATION.**

18.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

#### **SECTION 19. SCRUTINIZED COMPANIES.**

19.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

19.2 If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

19.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

#### **SECTION 20. NO CONTINGENCY FEES.**

20.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

VENDOR\_\_

**SECTION 21. E-VERIFY.**

21.1 Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR must:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, consult with, or subconsult with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

***(SIGNATURE PAGE TO FOLLOW)***

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VILLAGE OF MIAMI SHORES VILLAGE**

\_\_\_\_\_  
Esmond K. Scott, Village Manager

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Village Attorney

Attest:

\_\_\_\_\_  
Ysabely Gonzalez, Village Clerk

(VILLAGE Seal)

