



INVITATION TO BID (ITB)

ITB # 2021-014

**PROJECT NAME:
HARBOR ISLAND RIGHT OF WAY PARKING
RESTRIPING & IMPROVEMENTS**

FOR NORTH BAY VILLAGE, FLORIDA

**PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com**

**NOTICE OF
INVITATION TO BID**

Bid documents must be submitted electronically through www.DemandStar.com and responding no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid to be disqualified. Under no circumstances shall bids delivered to or received by the Village or DemandStar after the Due Date and Time be accepted or considered. Late bids will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Bid/RFP Website: <https://northbayvillage-fl.gov/bids-rfps/>.

Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

ITB Number:	2021-014
ITB Name:	HARBOR ISLAND RIGHT OF WAY PARKING RESTRIPIING & IMPROVEMENTS
ITB Publish Dates:	December 14, 2021
Mandatory Pre-bid/Site Visit:	7903 East Drive (Dog Park, Harbor Island), NBV, FL 33141, 12/21/2021, at 10 a.m. EST
Written Questions Deadline:	December 31, 2021 at 4:00 p.m. EST
ITB Closing Date/Time:	January 11, 2022 By No Later Than 2:00 p.m. EST
Anticipated Award Date	February 8, 2022
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the ITB number for faster recognition.
Submittal Requirements:	Submit bid by completing and returning all required documents. All submittals must be electronic and contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall bids delivered to or received by the Village or DemandStar after the Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Bidder to assure that their submittal is uploaded to www.DemandStar.com on or before the Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit Bid to::	Bidder shall submit their bid indicating Bidder's name and Project Name, ITB Number, and time and date of the ITB opening. Bids shall be submitted electronically through www.DemandStar.com .
ITB Scope of Work:	North Bay Village, Florida (hereinafter referred to as the "Village") is seeking bids from qualified firms to provide HARBOR ISLAND RIGHT OF WAY PARKING RESTRIPIING & IMPROVEMENTS.

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

The Village reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the Village.

SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time
ITB Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Tuesday, December 14, 2021	TBD
Mandatory Pre-Bid Site Visit/Conference 7903 East Drive (Dog Park/Harbor Island) North Bay Village, FL 33141	Tuesday, December 21, 2021	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Friday, December 31, 2021	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Tuesday, January 4, 2022	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Tuesday, January 11, 2022	2:00 PM
Electronic Proposal Opening through Zoom. <u>Meeting ID:</u> 821 6584 9758 <u>Password:</u> 992432	Tuesday, January 11, 2022	2:00 PM
Distribution of Respondents to Committee Members for Individual Review	Thursday, January 13, 2022	5:00 PM
To be Approved by Village Commission	Tuesday, February 8, 2022	TBD
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	TBD	TBD
Contract Sent to Vendor	TBD	TBD
Notice to Proceed	TBD	TBD

ADVERTISEMENT PUBLICATION

North Bay Village, Florida
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

ITB# 2021-014

Project Name HARBOR ISLAND RIGHT OF WAY PARKING RESTRIPING & IMPROVEMENTS

North Bay Village, Florida (hereinafter referred to as the "Village") is soliciting bids from qualified firms to contract with one or more qualified firms to provide striping and striping removal of existing parking stalls, painting of existing wheel stop and replacement of damage wheel stops, for approximately 439 parking and 16 handicap spaces and install 8 mechanical speed humps on Harbor Island and 8 on North Bay Island. Work will need to be completed within 30 days from Notice to proceed.

Solicitation Documents may be obtained by registering with www.DemandStar.com or <https://northbayvillage-fl.gov/bids-rfps/>. The Village is not responsible for the content of any submittal package received through any 3rd party service or any other source.

A Bid Bond in an amount of five percent (5%) of the total amount bid is required and must be submitted with their bid. The Bid Surety may be in the form of a Surety Bond with a carrier duly licensed and authorized to do business in the State of Florida, Cashier's Check or Certified Check (checks made payable to North Bay Village, Florida).

Firms desiring to provide the services described shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **no later than 2:00 p.m. EST, January 11, 2022.** Electronic Proposal Opening via Zoom: Meeting ID: 821 6584 9758; Password: 992432

Questions: Email aatkinson@nbvillage.com by **no later than 4:00 pm EST on December 31, 2021.**

Publish Date: December 28, 2021



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SECTION I

DEFINITIONS, ABBREVIATIONS, & ACRONYMS

Wherever used in the Contract Documents the following terms have the meanings indicated in the industry which are applicable to both the singular and plural thereof:

- 1.1. **Acceptance:** By the VILLAGE'S PROJECT MANAGER of the Work as being fully complete in accordance with the Contract Documents.
- 1.2. **Addenda:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract
- 1.3. **Application for Payment:** The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payments or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **Bid:** The formal firm price offer of the BIDDER submitted on the prescribed form setting forth the prices for the WORK in response to the Invitation to Bid.
- 1.5. **Bidder:** Any person, firm or corporation submitting a Bid for the Work directly to the VILLAGE. As used in this Invitation to Bid, the words proposer and contractor may be used interchangeably to mean Bidder.
- 1.6. **Bid Documents:** Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. **Bonds:** Bid security/guarantee, performance, and payment bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.
- 1.8. **Cable:** An assembly of one or more insulated conductors or optical fibers, within an enveloping sheath
- 1.9. **Change Order:** A written order to the CONTRACTOR executed by the VILLAGE, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
- 1.10. **Consultant/Engineer of Record:** The Architect or Engineer, also referred to as **EOR (Engineer or Record)**, firm or corporation named as such in the Contract Documents that acts as the Village's authorized agent within the scope of work entrusted to them by the Village.
- 1.11. **Consultant's Representative:** An authorized representative of the Consultant assigned to observe the work performed and materials furnished by the CONTRACTOR.
- 1.12. **Contract:** The written agreement between VILLAGE and CONTRACTOR covering the WORK to be performed.
- 1.13. **Contract Documents:** The Contract Documents establish the rights and obligations of the parties. The Notice of Tentative Award, including the contract is directed for signature as acceptance of offer by the Contractor, prior to Commission approval for award. Once approved, a notice of award requesting the bonds and insurance are requested. The executed contract documents, including exhibits (solicitation/submittal), bonds, and insurance are provided to the Contractor. CONSULTANT'S written interpretations and clarifications issued on or after the Effective Date of the Contract.
- Please review Section VIII, Sample Contract, and note any objections, or revisions that would be required within the submittal. Should no revisions be noted, the Contractor agrees that the terms and conditions of agreement are acceptable. The proposed Agreement does not authorize the performance of any work.
- Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by VILLAGE to CONTRACTOR are not Contract Documents.
- 1.14. **Contract Price:** The total monies payable by the VILLAGE to the CONTRACTOR under the terms and conditions of the Contract Document.
- 1.15. **Contract Time:** The number or numbers of successive days or dates stated in the Contract Documents for the completion of the WORK.
- 1.16. **CONTRACTOR:** The individual, partnership, corporation, joint-venture, or other legal entity with whom the VILLAGE has entered into the Contract. Can be used interchangeably with the term bidder and / or vendor.
- 1.17. **Day:** A calendar day of 24 hours measured from midnight to the next midnight.
- 1.18. **Defective Work:** WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the CONSULTANT'S recommendation of final payment.
- 1.19. **Village:** North Bay Village, Florida, a Florida Municipality, its authorized and legal representatives, the public entity with whom the Contractor has entered into the Contract and for whom the WORK is to be provided. A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, who's governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.
- 1.20. **Village Representative:** The person or persons designated by the VILLAGE'S PROJECT MANAGER. The VILLAGES PROJECT MANAGER. This may include the CONSULTANT/EOR.
- 1.21. **DP:** Dead pairs: Unused copper pairs terminating within splice case, but without being splices to outgoing cable.
- 1.22. **Drawings:** The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the WORK, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as so defined.
- 1.19. **Effective Date of the Contract:** The date indicated in the Contract, but if no such date is indicated it means the date on which the Contract is signed by the last of the two parties to sign the Contract.
- 1.20. **Field Order:** A written order issued by the VILLAGE'S PROJECT MANAGER or by the CONSULTANT which clarifies or interprets the Contract Documents in accordance with Article 9.4 or orders minor changes in the Work in accordance with Article 10.1 of Supplementary Conditions
- 1.21. **GEC:** Grounding electrode conductor: Conductor used to connect grounding electrode to equipment grounding conductor, or to grounded conductor of circuit at service equipment, or at source



of separately derived system.

1.22. **GP:** Grounding electrode: Conductor (rod, pipe or plate or group of conductors) in direct contact with earth for purpose of providing low-impedance connection to earth.

1.23. **General Requirements:** See Special Conditions and Division 1 of the Technical Specifications.

1.24. **Handbox:** Rectangular or square underground pathway element similar to small maintenance hole, which cannot be fully entered, that allows for pulling point or splice point in power, security or communications pathway.

1.25. **Hand hole:** A round underground pathway element similar to a hand box, which cannot be fully entered, that allows for a pulling point in a pathway

1.26. **ICP:** Inside Cable Plant: Part of Information Transport System running within buildings. ICP elements include workstation outlet assembly, cabling to the workstation from network rooms, backbone cabling within building, backbone cabling running between physically contiguous buildings, network racks and hardware (routers, switches, hubs, firewalls, etc.), patch panels, punch blocks, fiber distribution panels, patch cords, and cross-connect cables/wires.

1.27. **Identifier:** An item of information that links a specific element of the Information Transport System infrastructure with its corresponding record.

1.28. **Infrastructure (Information Transport System):** A collection of those Information Transport System components, excluding equipment, that together provides the basic support for the distribution of all information within a building or campus

1.29. **Irregular Bids:** Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids.

1.30. **ITS:** Information Transport System: Copper cabling or optical fiber for transmission of information on Village property. Transmission includes data, video, voice, fire alarm, security, access control, and other low-voltage networks. Information Transport System is not limited to Village-owned cabling, but includes copper and optical fiber, and equipment owned by outside providers carrying Village's information. Pathways are not limited by the Village's ownership, but include those owned by any third party. Information Transport System may be referred to as "the network" within project documents

1.31. **Laws and Regulations:** Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

1.32. **Linkage:** A connection between a record and an identifier or between records.

1.33. **Maintenance (man) holes:** Underground pathway element large enough for person to fully enter work, used to provide access to underground cable to pull, splice, and maintain.

1.34. **Media (Information Transport System):** Wire, cable, or conductors used for Information Transport System.

1.35. **Notice to Proceed:** The written notice issued by the DISTRICT, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time and the date the Contract WORK is to be completed.

1.36. **Notice of Tentative (or Intent) Award:** The official written notice by the VILLAGE to the apparent successful BIDDER giving

authorization to enter into an agreement, stating that upon compliance and Commission approval with the conditions precedent enumerated therein within the time specified, and receipt of accepted offer.

1.37. **OB:** Outlet box: Metallic or nonmetallic box used to hold Information Transport System outlets/connectors or transition devices

1.38. **OCP:** Outside Cable Plant: Part of Information Transport System running between buildings, from building to definable exterior point, between definable exterior points, or from non-Village source to Village building or definable exterior point. OCP includes termination punch blocks, fiber distribution panels, interior splices for outside to inside optical fiber transition, and other initial device into which outside cable attaches. OCP does not include backbone cable running between physically contiguous buildings unless cabling enters OSP pathway element (e.g. OSP conduits, maintenance holes, etc.). OCP includes underground cabling and aerial cabling.

1.39. **Outlet(Connector) (Information Transport System):** Connecting device in work area on which horizontal cable or outlet cable terminates

1.40. **Partial Utilization:** Placing a portion of the WORK in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the WORK.

1.41. **Pathway:** Facility for the placement of Information Transport System cable.

1.42. **Project:** The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.43. **Record:** Collection of detailed information related to specific element of Information Transport System infrastructure

1.44. **Report:** Presentation of collection of information from various records.

1.45. **Resident Project Representative (RPR):** The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.46. **Responsible Bidder, Offeror, Quoter, Or Respondent:** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.47. **Responsive Bidder, Offeror, Quoter, Or Respondent, Vendor, Contractor** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to compliance with any requirements contained within the solicitation.

1.48. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or any of his representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other Modification of the Contract Documents, and shall not relieve the CONTRACTOR from



complying with any portion of the Contract Documents.

1.53. Safety Data Sheet: The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

1.54. Safety Precautions: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

1.55. Space (Information Transport System): Area used for housing installation and termination of Information Transport System equipment and cable, e.g., equipment rooms, network rooms, work areas, and maintenance holes/handboxes/handholes

1.56. Special Conditions: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedent over the General Conditions.

1.57. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the WORK and certain administrative details applicable thereto.

1.58. Splice: Joining of conductors in splice closure, meant to be permanent.

1.59. Splice Box: Box, located in pathway run, intended to house cable splice.

1.60. Splice Closure: Device used to protect splice.

1.61. Sub-Bidder: One who submits a Bid to a Bidder.

1.62. Subcontractor: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the WORK at the Site.

1.63. Substantial Completion: For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes §218.70 and §218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

- A. "Substantial Completion" is defined as that point where the Village is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that Village is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
- B. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Technical Specifications.
- C. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.64. Successful Bidder: The lowest, qualified, responsible and responsive Bidder to whom Village (on basis of Village's evaluation as hereinafter provided) makes an award.

1.65. Supplementary Conditions: The part of the Contract Documents which amends or supplements these General Terms and Conditions.

1.66. Supplier: A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.67. Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

1.68. Termination position: Discrete element of termination hardware where information Transport System conductors are terminated

1.69. Unbalanced Bids:

- A. **Mathematically Unbalanced Bid** means a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
- B. **Materially Unbalanced Bid** means a bid which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Village; or which is so mathematically unbalanced as to result in an advance payment.

1.70. Unit Price Work: WORK to be paid for on the basis of unit prices.

1.71. Utilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.72. Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnished thereof.

1.73. Work Area (work station): Building space where occupants interact with Information Transport System terminal equipment

1.74. Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by the Village and recommended by the Consultant/EOR, ordering an addition, deletion or revision in the WORK, or which references an emergency or unforeseen physical conditions under which the WORK is to be performed. A Work Change Directive may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive shall be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

1.75. Written Amendment: A written amendment of the Contract Documents, signed by the VILLAGE and CONTRACTOR on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly WORK related aspects of the Contract Documents.

1.76. Intent of Certain Terms:

- A. **Furnish, Install, Perform, Provide**
 - 1) The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2) The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.



3) The words "perform," or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials or equipment complete and ready for intended use.

- B. When "furnish," "install," "perform," or "provide," is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of contractor, "provide" is implied.
- C. Unless stated otherwise in the contract documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the contract documents in accordance with such recognized meaning.

1.77. Abbreviations, Acronyms, and Symbols:

Reference, Design Standards and Abbreviations: Any reference to published specifications or standards of any organization or association or as noted in Florida Building Code, Chapter 2, and Florida Fire Prevention Code are applicable; and shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

Documents listed shall be standard references currently in effect at project commencement.

In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

A. ABBREVIATIONS, REFERENCE STANDARDS, AND ACRONYMS

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACR	Attenuation-to-Crosstalk Ratio
ADA	Americans with Disabilities Act
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AFF	Above finished floor
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
ANSI/UL263	Fire Tests of Building Construction and Materials.
ANSI/UL723	Surface Burning Characteristics of Building Materials.
ANSI/UL1479	Fire Tests of Through Penetration Firestops.

ANSI/UL2079	Tests for Fire Resistance of Building Joint Systems.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
ASTM/D16	Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for interpretation of terms used herein.
ASTM/D4442	Test Method for Moisture Content of Wood.
ASTM/E-84	Surface Burning Characteristics of Building Materials.
ASTM/E119	Fire Tests of Building Construction & Materials
ASTM/E814	Fire Tests of Through Penetration Fire Stops,
ASTM/E1966	Test Method for Fire Resistive Joint Systems.
ASTM/E1399	Test Method for Cyclic Movement & Measuring Minimum & Maximum Joint Widths of Architectural Joint Systems
AWG	American Wire Gauge
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI)
BD	Building distributor (replacing main-cross connect and MDF as "building service" room identifiers).
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit.
CATV	Community Antenna Television (cable television).
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.
dB	Decibel.
CDA	Copper Development Association
CFS	Cubic Feet per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEL	Edison Electric Institute
EF	Entrance Facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far-End Crosstalk



EMC	Electromagnetic Compatibility.		
EMI	Electromagnetic Interference.	NESC	National Electric Safety Code, C2-1997.
EMT	Electrical metallic tubing.	NFPA	National Fire Protection Association
ENT	Electrical nonmetallic tubing.	NLA	National Lime Association
EPA	Environmental Protection Agency	NPC	National Plumbing Code
EPDM	Ethylene-polypropylene-diene membrane	NPT	National Pipe Threads
ER	Equipment Room. Replacing "TR"	NR	Network Room
FCC	Federal Communications Commission	NRTL	National Recognized Testing Laboratory
FCI	Fluid Control Institute	NSC	National Safety Council
FD	Floor distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system	NSF	National Sanitation Foundation
		OD	Outside Diameter
		OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
FDDI	Fiber Distribution Data Interface.	OCP	Outside Cable Plant.
FDER	Florida Department of Environmental Regulation	OTDR	Optical Time Domain Reflectometer
FDOT	Florida Department of Transportation	PCA	Portland Cement Association
Fed Spec	Federal Specification	PCI	Prestressed Concrete Institute
FEXT	Far-End Crosstalk	PR	Pair
FMC	Flexible metallic conduit	PS	United States Products Standards
FOTP	Fiber Optic Test Procedure	PSI	Pounds per Square Inch
FPL	Florida Power and Light	PSIA	Pounds per Square Inch Atmosphere
FPS	Feet per Second	PSIG	Pounds per Square Inch Gauge
Freq	Frequency	RCDD® :	Registered Communications Distribution Designer
FS	Federal Standards	RPM	Revolutions per Minute
GA	Gypsum Association	RFI:	Radio Frequency Interference
GE	Grounding Equalizer	RH	Relative Humidity.
Gnd	Ground	RNC	Rigid nonmetallic conduit.
GPM	Gallons per Minute	SAE	Society of Automotive Engineers
HB	Handbox. Also, hose bibb for water supply part of plumbing system.	SDI	Steel Decks Institute
HC	Horizontal Cross-Connect (replaced by floor distributor "FD")	SIGMA	Sealed Insulating Glass Manufacturer's Association
HH	Handhole	SJI	Steel Joists Institute
HMI	Hoist Manufacturers Institute	SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
HP	Horsepower		Single Mode
HSBII	Hartford Steam Boiler Inspection and Insurance Co.	SM	Scaffolding and Shoring Institute
		SSI	Steel Structures Painting Council
HVAC	Heating, Ventilation, and Air Conditioning	SSPC	Structural Steel Painting Council
Hz	Hertz	STA	Station (100 feet)
IC	Intermediate Cross-Connect (replaced by building distributor "BD").	TAS	Technical Aid Series
ID	Inside Diameter	TBB	Telecommunication Bonding Backbone
IDC	Insulation Displacement Connectors	TCA	Tile Council America
IEEE	Institute of Electrical and Electronic Engineers	TDH	Total Dynamic Head
		TE	Telephone Equipment (Wall Mounted Equipment Rack)
IFI	Industrial Fasteners Institute	TGB	Telecommunications Grounding Buss Bar
IMC	Intermediate metal conduit	TH	Total Head
IPCEA	Insulated Power Cable Engineers Association	TIA	Telecommunications Industry Association.
IPS	Iron Pipe Size	TMGB	Telecommunications Main Grounding Buss Bar
ISO	International Organization for Standardization		Bar
ISP	Inside Cable Plant	UBC	Uniform Building Code
LFMC	Liquidtight flexible metal conduit	UL	Underwriter's Laboratories, Inc.
LFNC	Liquidtight flexible nonmetallic conduit	UOM	Units of Measure-Weights and Measures shall be as identified by Weights and Measures Division, NIST, U. S. Department of Commerce, 100 Bureau Dr., Stop 2600, Gaithersburg, MD 20899-2600.
Mbps	Megabits per second.		
MER	Main Equipment Room	UPS	Uninterruptible Power Supply
MF	Factory Mutual System	USASI	United States of American Standards Institute
MGD	Million Gallons per Day	WAO	Work Area Outlet
MH	Maintenance Hole		
MHI	Materials Handling Institute		
MIL	Military Specification		
MMA	Monorail Manufacturers Association		
MHz	Megahertz		
NBFU	National Board of Fire Underwriters		
NBHA	National Builders' Hardware Association		
NBR	Acrylonitrile-butadiene rubber		
NBS	National Bureau of Standards		
NCSA	National Crushed Stone Association		
NCSPA	National Corrugated Steel Pipe Assoc		
NEC	National Electrical Code		
NECA	National Electrical Contractors' Assoc		
NEMA	National Electrical Manufacturers' Association		

B. ITSA/WARNOCK-HERSEY - PRODUCT DIRECTORY

- NFPA 101: Life Safety Code - National Fire Protection Association (NFPA).
- NFPA 70: National Electrical Code - National Fire Protection Association (NFPA).
- ANSI/NECA/BICSI-568-2001 "Installing Commercial Building Telecommunications Cabling".
- ANSI/TIA/EIA-568-B.1 and addenda "Commercial Building.



Telecommunications Cabling Standard - Part 1: General Requirements".

ANSI/TIA/EIA-568-B.2 and addenda "Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair".

ANSI/TIA/EIA-568-B.3 and addenda "Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard".

ANSI/TIA/EIA-569-B and Addenda "Commercial Building Standard for Telecommunications Pathways and Spaces".

ANSI/TIA/EIA-606-A and Addenda "Administration Standard for Telecommunications Infrastructure of Commercial Buildings".

ANSI-J-STD-607-A and Addenda "Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications".

ANSI/TIA/EIA-526-7 and Addenda "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant".

ANSI/TIA/EIA-526-14A and Addenda "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant".

ANSI/TIA/EIA-758 "Customer Owned Outside Plant Telecommunications Cabling Standard".

IEC/TR3 61000-5-2 - Ed. 1.0 and amendments. "Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines – Section Earthing and cabling".

ANSI/NFPA 70 National Electrical Code, 2008 Edition.

BICSI Telecommunications Distribution Methods Manual (TDMM).

BICSI Telecommunications Cabling Installation Manual (TCIM).

BICSI Customer-Owned Outside Plant Design Manual, 3rd, Edition (CO-OSP).

Applicable Martin County Codes and Regulations.

Underwriters Laboratories (UL).

FCC -Federal Communications Commission.

Occupational Safety and Health Regulations (OSHA).

Florida Fire Protection Code (including NFPA 101 Life Safety Code).

Applicable Florida Statutes and Administrative Rules.

Manufacturers Training Manuals (Design and Installation).

NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.

NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.

PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.

SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

- o SSPC-SP 1 – Solvent Cleaning.
- o SSPC-SP 2 – Hand Tool Cleaning.
- o SSPC-SP 3 – Power Tool Cleaning.
- o SSPC-SP 13 – Nace No 6 Surface Preparation for Concrete.

UL Underwriters Laboratories Fire Resistance Directory.

Note: Additional abbreviations and symbols are shown on the Drawings.



SECTION II

INSTRUCTIONS TO BIDDERS

1. **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE**

PROPERTY: Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

2. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village.

The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489, and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. **ANNUAL APPROPRIATION:** This Bid is conditional upon the Village having funding to implement the Contract.

4. **DEFINED TERMS:** Terms used in these Instructions to Bidders, have the meanings assigned to them in the Industry involved in the subject matter of the Bid, in Miami-Dade County, Standard General Conditions of the Construction Contract.

5. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this bid is solely the responsibility of the Bidder and not the Village, and are not to be charged to the Village.

6. **BACKGROUND INVESTIGATION:** As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the FDLE Office to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

7. **FACILITIES:** The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Bidder.

The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

8. **INQUIRIES/AVAILABILITY:** Inquiries concerning this ITB should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via DemandStar.** No interpretation shall be considered binding unless provided in writing to the North Bay Village Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

CONTACT WITH NORTH BAY VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

9. **INTERPRETATIONS AND ADDENDA:** All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this ITB by issuance of addenda via DemandStar, until seven (7) days prior to the bid opening date. Questions shall be emailed to aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

It is the sole responsibility of the Bidder to ascertain whether any addenda to this Invitation to Bid has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.

10. **BID DOCUMENTS:** Solicitation Documents may be obtained by registering with DemandStar in order to receive all required documents and notification of addenda. Register for FREE at <http://www.demandstar.com/subscriptions> "FREE AGENCY", toll-free 1-866-276-1863. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete.

Complete sets of Bid Documents shall be used in preparing Bids. The Village and EOR disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.



The Village and the EOR in making copies of the Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

11. **BID SUBMISSION:** Bidders should submit their bid indicating their name and Project Name, ITB Number, and time and date of the ITB opening. The submission of bids shall be submitted electronically through www.DemandStar.com by Bidders responding to this ITB no later than the designated deadline date and time. A Bidder's failure to submit as required before the deadline shall cause their bid submittal to be disqualified. Late bids will be retained unopened.
- 11.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Bidder can only view/submit his/her Electronic Submittal and will not have access to any other Bidder's submittals. The Bidder's Electronic Submittal may be changed at the Bidder's discretion until the ITB Due Date and Time is reached. The Bidder will no longer be allowed to change or have access to the electronic submittal after the ITB Due Date and Time as the Village will open all bids on said date. Any Bidder who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
- 11.2 Submit the entire Bid Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
- 11.3 Bids, once opened, become the property of the Village and shall not be returned to the Bidders. Upon opening, bids become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
- 11.4 Offers by facsimile, telegram, or telephone are **not** acceptable. All Bidders and their representatives are invited to attend. Tabulations are posted online at www.demandstar.com.
- 11.5 Bids will be opened and read aloud publicly at the time and place indicated in the Invitation to Bid. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder.
- 11.6 All Bids shall remain subject to acceptance for ninety (90) calendar days after the day of the Bid opening, but the Village may, at the sole discretion of the Village, release any Bid and return the Bid Security prior to that date.
- 11.7 It is the sole responsibility of the Bidder to assure that his or her submittal is uploaded to DemandStar on or before the ITB Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
12. **MODIFICATION OF BIDS:** Bids may only be modified, by an appropriate document duly executed, prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.
13. **BID FORM:** Bids must be submitted on the prescribed form; all blank spaces must be filled in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers. Bidders are required to bid all items to be considered. Bidder should not reference the words "No charge, N/A, included, etc." on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause Bidder's bid response to be considered non-responsive and rejected.

The Village reserves the right to accept any Bid or combination of Bid alternates, reject any and all Bids, waive any and all informalities, minor irregularities, to accept any item or group of items unless qualified by Bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids or counter-proposals. In addition, the Village reserves the right to make a multiple award if it is in the best interest of the Village.

Failure to provide all of the information required to accompany the Bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

The Bid shall contain acknowledgment of receipt of all addenda (copies of which shall be attached to the Bid Form).

14. **EVALUATION FACTORS:** The Village reserves the right to reject the Bid of a non-responsible Bidder that the Village determines is of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Village. Further, A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

The Village shall consider the firm's qualifications, compliance of requirements, and time of completion as evaluation factors. In addition, the Village may require the apparent successful Bidder to submit a Schedule of Values priced in line item format including time frames (not dated) for staff to review prior to staff's actual award recommendation being submitted to the Village Commission.

Any inconsistencies shall be brought to the attention of the intended awardee for adjustment prior to award and acceptance of said schedule. An unbalanced Schedule of Values may result in rejection of the bid as non-responsible. Failure to produce said Schedule of Values within four (4) business days of the Village's request may result in the bid being rejected as non-responsive.

The Village may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items or material, services, or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted.

The Village may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Tentative Award.

16. **AWARD OF CONTRACT:** The Village reserves the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the Village.

NO AWARD RECOMMENDATION SHALL BE BROUGHT BEFORE THE COMMISSION FOR CONSIDERATION TO AWARD UNTIL THE CONTRACTOR/BIDDER HAS PRESENTED A SIGNED ORIGINAL OF THE CONTRACT OR PURCHASE ORDER ALONG WITH ANY OTHER REQUIRED DOCUMENTS TO THE PURCHASING DEPARTMENT.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE AGREEMENT(S) OR A PURCHASE ORDER



HAS BEEN ISSUED BY THE COMMISSION TO THE BIDDER. THE COMMISSION RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE COMMISSION SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1) (b) 2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

17. **BID TABULATION:** Bid tabulations shall be posted on www.DemandStar.com within ten (10) days after the bid opening.

18. **CONTRACTUAL AGREEMENT:** The submission of your Bid constitutes a firm offer by the Bidder. Upon acceptance by the Commission, the Purchasing Department shall issue a notice of award and purchase order(s) and/ or contract for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) and /or contract shall constitute the complete agreement between the successful Bidder and the Commission. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

The Village may attach as a part of this solicitation, a Sample Contract document. Bidders shall be responsible for complying with all of the terms and conditions of the Sample Contract document, except where variant or conflicting language may be included in any Special Conditions contained herein. Bidders shall note any deviation or variance with the Sample Contract document at the time of bid submission. Should no revisions be noted, the Village will assume and the Contractor agrees that the terms and conditions of agreement are acceptable.

19. **CONTRACT TERMS:**

- a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
- b. Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:
 - The Civil Rights Act of 1964, as amended.
 - Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
 - Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
 - Executive Order 11738.
 - EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
 - Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
 - Energy Policy and Conservation Act, 42 U.S.C. 6201.
 - Funding Agreement (Rights to Inventions) 37 CFR Part 401.
 - Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
 - Equal Employment Opportunity, 41 CFR Part 60.
 - Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on

Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)

- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

20. **SIGNING OF CONTRACT:** The Notice of Tentative Award will be presented to the Successful Bidder. The Legal Department shall issue the contract within ten (10) calendar days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Construction Contract to Village. Upon approval, the Village shall request the required bonds and insurance certificates. The aforementioned documents must be submitted to the Village prior to any work being performed. After receipt of requested documents, the executed contract, purchase order, and notice to proceed will be presented to the Awarded Bidder. Each counterpart is to be accompanied by a complete set of the Drawings.

21. **CONTRACT DEFAULT:** In the event the Contractor fails to enter into a contract with the Village on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the Village if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the Village shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the Village subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the Village, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the Village has contracted with the Contractor, may also, at the discretion of the Village, result in termination of any other such agreement(s).

22. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the Village in whole or in part when it is deemed to be in the best interest of the Village to so act. Notification of termination must be in writing and issued by the Village Manager or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the Village, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The contract may also be terminated for cause upon written notification to the Contractor. The Contractor, as the defaulting party, shall have 30 days to cure any nonconformity to offered terms and specifications. The Village, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the Village. The Village delegates the authority to terminate the contract to the Village Manager or designee. At the discretion of the Village, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

23. **REJECTION / DISQUALIFICATION OF BIDDER:** The Commission, at its sole discretion, reserves the right to reject any and all bids, accept any bid or any combination of bids or waive any minor irregularity or technicality in bids received, when in its sole judgment, it shall best serve public interest. The right is reserved to reject any and all Bids or to accept the one deemed by the Village to be the most advantageous. Contractor's bid shall be rejected as non-responsive if any of the following exist (this list is not all inclusive):



- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.
- The Village reserves the right to reject the bid of any Bidder in arrears or in default upon any debt or contract to the Village or who have failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions.
- If there is reason to believe that collusion exists between Bidders.
- Bids that are judged to be mathematically or materially unbalanced shall be rejected.
- The Bid Package is found to have concealed or contained false and/or misleading information.
- Executed requested Attachments/Affidavits are not completed or submitted.
- Incomplete execution of documents, Bidder signature page, and Bid submittal form.
- Not licensed to perform the required work or provide the required product.
- Not eligible to bid due to violations listed under, Public Entity Crimes.
- Submission of an irregular bids. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection.
- Non-compliance with applicable laws or contains any unauthorized additions or deletions or contains irregularities of any kind is considered incomplete, indefinite, or ambiguous as to its meaning.

24. **EXECUTION OF BID:** Bidders shall submit their bid response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Bidder. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the Bid document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The bid submittal of a Statement of Bid by the Bidder shall be considered by the Village as constituting an Offer by the Bidder to perform the required services.

Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Bids by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

- 25. **NO BID:** If not submitting a Bid, please respond no later than the Bid opening date and time, by returning the acknowledgment, noting the reason for declining. An addendum may be issued to remedy providing the circumstances are determined reasonable.
 - 26. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A Village representative shall verify this information prior to return of the Bid and Bid Security, if applicable.
- However, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the Village and successfully demonstrates that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned. Bidder shall be disqualified from further bidding on the work to be provided under the Bid Documents.
- 27. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the VILLAGE.

The Bidder represents and warrants to the Village the following:

- No officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Bidder to be conducted hereunder.
- Bidder has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Bidder any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract.
- Bidder acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract.
- Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes.
- Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.
- Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.



The Bidder shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Bidder. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the Village shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Bidder under the terms of this Contract.

28. **NON-COLLUSION:** By submitting a bid, the Bidder certifies that it has not divulged discussed or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming.
29. **PUBLIC ENTITY CRIMES:** The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Bidder certifies that it has divulged, in its bid response information regarding any of these actions or proposed actions with other governmental agencies

Pursuant to Section F.S. 287.133, FS as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded Bidder or any subcontractor shall not employ any persons with multiple felonies. The awarded Bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Bidder to comply as a breach of contract and immediately terminate the services of the awarded Bidder.

Any employees involved in any F.S. Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Bidder's contract at the sole discretion of the Village. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

30. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides

notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

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 contract, contact the custodian of public records, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.



- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
31. **LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any bid from a Contractor that is not fully licensed and/or certified shall be rejected.
 32. **PERMITS:** The Bidder(s) shall be responsible for obtaining any necessary permits and shall comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Village.
 33. **SUNBIZ:** Bidders, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
 34. **BUSINESS TAX RECEIPT:** Bidder shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
 35. **BIDDER MAILING ADDRESS:** It is the responsibility of every Bidder to register and maintain their current registration information. Bidders that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of ITBs and other information to Bidders.
 36. **JOINT BIDS:** In the event multiple bidders submit a joint Bid in response to the BID, a single proposer shall be identified as the Prime Vendor. If offering a joint Bid, Prime Vendor must include the name and address of all parties of the joint Bid. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Bid.
 37. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Bidders are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this bid until recommendation for award. All oral or written inquiries must be directed through the Purchasing Department.

Any Bidder or any individuals that lobby on behalf of Bidder during the time specified shall result in rejection / disqualification of said bid after a finding of unlawful lobbying by the Miami Dade Commission on Ethics..
 38. **BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.
 41. **KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.
 42. **CONE OF SILENCE:** A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the Village's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the Commission acts on a written recommendation from the purchasing department or Village Manager regarding contract award; provided, however, that communications are permitted when the Commission receives public comment at the meeting when the recommendation is presented.

"Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"). Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of exceptions.



Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com. Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.

In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

43. **ASSIGNMENT:** The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village.
44. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the ITB.
- Nothing contained in this ITB will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior Village written approval.
45. **REPRESENTATIVE:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.
46. **BID AS PUBLIC DOMAIN:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Bidder might consider to

be confidential or a trade secret. The Bid will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

47. **BONDING GUARANTY/EVIDENCE:** The Bid submittal **must** be accompanied by a notarized letter from your firm's Surety guaranteeing that if your firm is awarded a contract, the Surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) will provide to a contractor, contingent upon a top-notch organization, strong financial presentation, and experience. The Surety shall also guarantee your firm by issuing Performance and Payment bonds as required by the Village. Failure to submit the Surety Guaranty letter with your Bid shall cause your bid to be rejected as non-responsive. The Village shall be the sole judge in determining Bonding Capacity.



SECTION III

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, Florida, by all prospective Bidders, including but not limited to, Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "Bid", and "Proposal" are used interchangeably in reference to all offers submitted by prospective Bidders.

1. **TERM CONTRACT:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.
 - 1.1 **Contract Period:** This contract shall be firm for an initial term through September 30, 2022 subsequent to approval by the proper Village authorities. The contract may be renewed for three (3) additional (1) one year periods provided both the successful proposers and the Village agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer.
 - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the Village with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed four (4) years.
 - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the Village only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the Village if the market so reflects. The Village reserves the right to not renew any contract regardless of price considerations.
 - 1.4 **Contract Extension:** The Village reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The Village shall notify the Successful Proposer in writing of such extensions.
 - 1.5 **Contract Amendment:** The Village may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Village prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Village reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Village at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
2. **ADVERTISING:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.
3. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the ITB or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
 - Amendment
 - Change Order
 - Contract/Agreement or Purchase Order
 - Addenda
 - Bid Form, if applicable
 - Special Conditions
 - General Terms and Conditions
 - Instructions to Bidders
 - Invitation to Bid
4. **BID SECURITY:** When required by the Bid documents each Bid must be accompanied by a Bid security made payable to North Bay Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a Surety that must have a "Best" rating of "A", and be authorized to do business in Florida.

Said check or Bid Bond shall be made payable to North Bay Village and shall be given as a guarantee that Bidder, upon receipt of Notice of Tentative Award of the purchase order or contract, shall enter into the Contract or accept the purchaser order with the Village, and furnish the necessary documents including, but not limited to: insurance certificates, other required Bonds, each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Attorney-in-Fact who signs the bond must file with the bond a current certificate of proof of appointment as Attorney-In-Fact.

The Bid Security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute and deliver the Purchase Order or Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to the Village's award of Purchase Order or Contract, the Village may annul the Notice of Tentative Award, and the bid security of that Bidder shall be forfeited and retained by the Village. The Village may then recommend to the Commission to accept the Bid of the next lowest responding Bidder, or re-advertise for bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though it was the original Successful Bidder.

There shall be no binding contract until such time as the Commission or designee executes the Contract or issues the Purchase Order as the final award of the contract. The Bid Security of other Bidders whom Village believes to have a reasonable chance of receiving the award may be retained by the Village until the earlier of the seventh day after the effective date of the Purchase Order or Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such Bidders shall be returned. Bid security with Bids which are not competitive or responsive shall be returned upon award of the Bid.
5. **EXAMINATION OF BID DOCUMENTS & SITE:** Bidder must satisfy itself by personal and thorough examination of the location of the proposed work, Bid Documents, requirements of the work and the accuracy of the estimate of the quantities of the work or



materials; and Bidder shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount to be done.

By submission of its Bid, Bidder affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or Bidder has satisfied itself with respect to such conditions and it shall make no claims against the Village or the EOR if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the Village will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the Village.

Upon completion of such additional field investigations and tests, Bidder shall completely restore disturbed areas.

5. **ADJUSTMENTS/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued through the Village's Purchasing Office.
6. **BID EXEMPT:** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.
7. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the Village, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor said item(s) and report any that are or shall be offered at lower price.
8. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein, the successful Bidder shall furnish, a Performance Bond, Payment bond, and/or Warranty bond, and insurance certificates as stated on the cover page of this solicitation, on the VILLAGE's forms, within ten (10) calendar days after notification of award. Failure to furnish the required bonds within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the VILLAGE as liquidated damages and not as a penalty. Said sum shall be a fair estimate of the amount of damages the VILLAGE would sustain due to BIDDER's failure to furnish said bonds.
9. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, bid prices shall be fixed and firm for a period of ninety (90) calendar days. Give both unit price and extend total. Prices must be stated in units of quantity specified in the bid specifications. In case of a discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

10. **DELIVERY:** All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid.

Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award.

NOTE TO VENDORS DELIVERING TO NORTH BAY VILLAGE HALL: Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M., Monday through Friday. Village Hall is located at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

11. **MISTAKES:** Bidders are expected to examine the Specifications, Plans, Delivery Schedule, Bid prices, Extensions and all Instructions pertaining to supplies and services. **FAILURE TO DO SO SHALL BE AT THE BIDDER'S RISK.** In the event of extension error(s), the unit price shall prevail and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

12. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a property certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

North Bay Village
Attn: Accounts Payable Department
1666 Kennedy Causeway, Suite 300
North Bay Village, FL., 33141
ap@nbvillage.com

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy;

- clearly referenced the subject Contract or Purchase Order number;
- provide a sufficient salient description to identify the goods or services for which payment is requested;
- contain date of delivery;
- original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated Village employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The Village shall accept partial deliveries.

The invoice shall contain the Bidder's Federal Employer Identification number.

The Village's terms of payment, unless otherwise stated in the Contract or Purchase Order documents, are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the Village and appear on the Contract or Purchase Order document to be binding on the Village.

Should the Village return an invoice for correction, the Vendor shall resubmit a corrected invoice to the Village for processing.



Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

13. **ESTIMATED QUANTITIES:** The estimate of the various quantities of goods and services applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities received.

The Village reserves the right to increase or reduce the quantities and to completely eliminate any items listed in the Bid Form in order that the items or work can be completed within the amount of available funds.

14. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

15. **UNBALANCED BIDS:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the bid to be rejected as non-responsive.
16. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this Bid is implied or given.
17. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Agent shall not be honored.
18. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Bidders may be presented these credit cards by authorized Village personnel for the above mentioned purchases. Bidder (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
19. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the ITB award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of

unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.

20. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

21. **BID PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

21.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

21.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.

21.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

21.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:

21.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and

21.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

21.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.

21.4.4 If the protest (with respect to 21.2 above) the protest bond shall be the same as 21.4.1 and 21.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.

22. **DEBARMENT:** The Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

23. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared



ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

24. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the project within the agreed upon time frame.
25. **SCRUTINIZED COMPANIES:** Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this solicitation through the term of this contract, including renewals or extensions.

Acceptance of an offer certifies Contractor attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is fund negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs

26. **DEMONSTRATIONS/SAMPLES/MOCKUPS:** The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

When requested, samples are to be furnished free of charge to the Village. If a sample is requested it must be delivered within seven (7) days of the request unless otherwise stated in the bid documents. Each sample must be marked with the following:

- The Bidder's name, the bid item and the manufacturer's number.
- Samples shall not be returned unless the Bidder requests it when samples are delivered.
- Samples must be a complete pack, box, bag, etc. of the required items(s), packaged as specified in the bid document.
- Failure to provide samples packaged as required by the bid specifications shall result in the item(s) and/ or the bid being rejected as nonconforming.
- Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that **do not conform** to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Village.

The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations shall be done at the expense of the Bidder.

27. **COPYRIGHTS OR PATENT RIGHTS:** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

28. **DEFAULT:** In case of default by the Bidder, the Village may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred released.

29. **EMPLOYEES:** Employees of the awarded Bidder shall at all times be under its sole direction and not an employee or agent of the Village. The Awarded Bidder shall supply competent and physically capable employees. The Village may require the Awarded Bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Awarded Bidder shall be responsible to the Village for the acts and omissions of all employees working under its directions.

30. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

30.1 During the performance of the Contract, the awarded Bidder shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers

30.2 The awarded Bidder will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

30.3 The awarded Bidder shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

30.4 The awarded Bidder further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

30.5 Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

31. **TAXES:** The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

32. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida Sales and Use Tax in accordance with Florida Statutes and shall be included in the Contract Price stated by the Contractor.

33. **DIRECT MATERIAL PURCHASES:** The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

34. **UNIT PRICES:** Where a discrepancy between unit price and total price is indicated on a Bidder's submitted Schedule of ITB Prices or Bid Form, the unit prices shall prevail.

35. **EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS:** The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community



college/state university system cooperative ITB agreement, or to directly negotiate/purchase per Village policy and/or Florida State Statute, in lieu of any offer received or award made as a result of this ITB, if it is in the best interest to do so. The Village also reserves the right to separately ITB any single order or to purchase any item on this ITB if it is in its best interest to do so.

36. **COOPERATIVE PURCHASING AGREEMENTS:** All Bidders submitting a response to this ITB agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, ***should the awarded Bidder(s) deem it in the best interest of their business to do so.*** This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to re bid any or all items.
37. **RIGHTS TO BID DOCUMENTS:** All copies and contents of any bid, attachment, and explanation thereof submitted in response to this ITB (except copyright material), shall become the property of North Bay Village, Florida. The Village reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.
38. **SEVERABILITY:** Indulgence by the Village on any non-compliance by the Bidder does not constitute a waiver of any rights under this ITB. If any term or provision of this ITB or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ITB or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.
39. **VENUE:** All contracts shall be governed by the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Miami-Dade County, Florida.
40. **EXPENSES:** Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Bidder. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.
41. **IRREGULARITIES:** Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.
42. **SOVEREIGN IMMUNITY:** No Waiver of Sovereign Immunity; Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.
43. **VERIFICATION OF EMPLOYMENT (E-VERIFY):** The Village shall not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.
- a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- b. Subcontractors
- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.
- c. Failure to comply with this provision is a material breach of the Agreement, and the Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with the Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
44. **FLORIDA PREFERENCE:** Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.
45. **PERSONAL INJURY AND PROPERTY DAMAGE:** The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.
46. **TRADE-NAMED ITEMS:** When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Chief Financial Officer. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Chief Financial Officer.



SECTION IV SPECIAL CONDITIONS

4.1 QUALIFICATIONS OF BIDDERS

This ITB shall be awarded only to a responsive and responsible Bidder, qualified to provide the work specified. The Bidder should submit the following information with their bid response package to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid response being considered non-responsive.

- A. Bidder must submit proof of current licenses for staff to perform work as specified in the State of Florida.
- B. Contractor/Firm must have a minimum of five years' comparable experience.
- C. Contractor must provide trained personnel with adequate experience and skills to perform the work.
- D. Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School Village (public sector entity) within the State of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.
- E. No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the Village, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Village, or who is deemed irresponsible or unreliable by the North Bay Village Commission in its sole discretion.

4.2 MEETING SCHEDULE

- A. **Mandatory Pre-Bid Site Visit/Meeting:** There will be a **Mandatory** pre-bid Site Visit/Meeting, **on December 21, 2021 at 10:00 A.M. EST**, at 7903 East Drive (Dog Park/Harbor Island), North Bay Village, FL., 33141. All prospective bidders are required to attend.
- B. **Questions Deadline:** The Purchasing Department will receive written requests for clarification and inquiries concerning the meaning or interpretation of this ITB. Questions shall be emailed to the Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com with reference to the ITB number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Chief Financial Officer shall be binding. Oral and other interpretations or clarifications shall be without legal effect. The Village will respond to written inquiries, if received by **no later than 4:00 P.M. EST on December 31, 2021**. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addendum are issued, the Village shall make every attempt to issue such addendum at least seven (7) calendar days before the date fixed for receiving the bids.
- C. **Bid Opening:** Firms desiring to provide the goods and services described above shall submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information on the proper forms as identified in Section VIII, **no later than 2:00 P.M. EST, January 11, 2022**. Bids will be opened and read in public via Zoom teleconference. It is the sole responsibility of the Bidder to assure that bids are received no later than the specified time and date.
- D. **Preconstruction Conference:** The Village will schedule a preconstruction conference within twenty (20) business days after Notice of Award.

4.3 BADGE POLICY

If this work is to take place on Village property. All personnel working onsite with this project must have & wear a Village badge at all times on the site. The Awarded Contractor must apply for the Village Badge and pay for all associated costs for each individual working on the project.



4.4 **SUBCONTRACTING**

If bidders are subcontracting, this information is to be submitted with their bid response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, license number, type of work to be performed and percentage of work that may be provided by Subcontractor. The Village reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award. Changing subcontractors throughout the course of the contract is prohibited, unless the using department and the Purchasing Department/Chief Financial Officer approve changes in writing by Bidder's written request. The Village reserves the right to reject any request to change subcontractors.

4.5 **AWARD METHOD**

The Village reserves the right to award on an all or none basis or to make a multiple award to the lowest and best responsive responsible bidder, if it is in the best interest of the Village, and as follows:

The Village intends to award this bid to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the Village. After the bid has been awarded, the Primary bidder will be used in every instance of ordering services as long as their firm is capable of delivering the services in question within the time specified in this bid. If the Primary bidder is not able to deliver the services in question within the specified time, the Village reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible, and /or contact the tertiary bidder with the subsequent lowest responsive responsible bid accordingly.

4.6 **PERFORMANCE**

Throughout the contract period the Consultant(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications and requirements of the ITB and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendor's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

4.7 **TERMINATION CLAUSES**

A. The Contract may be terminated as follows:

1. By the Village, at its convenience pursuant to paragraph B, below;
2. By the Village for Contractor's failure to adequately perform the Contract, pursuant to paragraph C, below;
3. By the mutual Contract of the parties; or as may otherwise be provided below.
4. In the event of the termination of the Contract, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

A. **Termination for Village's Convenience:** The Village, by written notice, shall have the right to terminate and cancel the Contract, without the Contractor being at fault, for any cause or for its own convenience, and require the Contractor to immediately stop work. In such event, the Village shall pay the Contractor for the work actually performed. The Village shall not be liable to the Contractor for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

B. **Termination for Contractor's Failure to Perform:** In addition to any other termination provisions that may be provided in the Contract, the Village may terminate the Contract in whole or in part if



the Contractor makes a false Invoice or fails to perform any obligation under the Contract and does not remedy the failure within fifteen (15) calendar days after receipt by the Contractor of written demand from the Village to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the Contractor shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the Village against loss pertaining to this termination.

- C. Default:** In case of default by the Bidder, the Village may procure the articles or services from other sources and hold the Bidder responsible for any excess costs incurred thereby.
- D. Payment upon Termination:** Upon termination of the Contract, the Village shall pay the Contractor for those Services actually rendered and contracted for under the Contract, and those reasonable and provable expenses required and actually incurred by the Contractor for Services prior to the effective date of termination. Where the Contract is terminated for cause by the Village, such payment shall be reduced by an amount equal to any reasonable and provable expenses actual incurred by the Village as a direct result of the termination.



SECTION V SCOPE OF WORK

5.1 **OVERVIEW**

It is the intent of the Village to contract with one or more qualified firms to provide striping and striping removal of existing parking stalls, painting of existing wheel stop and replacement of damage wheel stops, for approximately 439 parking and 16 handicap spaces and install 8 mechanical speed humps on Harbor Island and 8 on North Bay Island. Work will need to be completed within 30 days from Notice to proceed.

5.2 **BACKGROUND**

Harbor Island has 439 parking spaces and 16 ADA spaces for on street parking. The Village intends to implement a Pay by Phone Parking program to provide a level of control and availability of parking spaces for both residents and visitors of the Island. Restriping or improvements to the parking stalls in the right of way, has not been completed in several years resulting in faded and distorted parking stall lines along with damaged wheel stops.

5.3 **WORK OBJECTIVES**

A. Striping of ADA stalls with accessible ramp area:

1. Handicapped Logo, Ramp & Wheel Stop to be repainted.

B. Replacement damage wheels stops:

1. Replace wheel stops which are damaged and cannot be removed to paint.

C. Paint of wheel stops:

1. Paint Wheel Stops in Yellow, although not all stalls have wheel stops.

D. Striping Removal:

1. Remove all out of place and conflicting parking stall lines through the use of grinding, water/sand blasting or any other environmentally friendly method.

E. Right of Way Parking Stall Restriping:

1. Parking Lines in Paint (4") 18 LF Yellow. Some stalls are DD lined. Line item cost will be based on linear feet of 4" yellow paint.

E. Contingency

1. Unforeseen or additional work encounter in the field. Cost to be based on contract unit price if applicable.

F. Mobilization/MOT:

1. Cost to initiate the work and provide any necessary MOT to complete the work by providing Traffic control. Works must be completed in a method where no more than 100 spaces are inaccessible at a time. Cost to be paid based on percentage of work completed in 25% intervals.

G. Mechanical Speed Humps:

1. Mechanical (temporary) 10' wide speed humps at four crosswalk locations on HI and 2 locations per street on NBI.

5.4 **SAMPLE FORMS**

The Village is hereby requesting sample(s) of the following to be submitted with proposal response:

- Maintenance of Traffic Certification



SECTION VI INSURANCE REQUIREMENTS

6.1 INSURANCE REQUIREMENTS

- A. Be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and;
- B. Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.
- C. North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. If applicable, Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work.
- D. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater, must have North Bay Village as an additional insured in connection with the work contracted to (Name of Contractor). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village.
- E. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Human Resources Department. Any projects involving Design Professionals (i.e. architects, engineers) shall also have professional liability requirements in the contract. **Any projects involving medical professional services (i.e. doctors, dentists) shall contain malpractice/professional liability coverage.**
- F. Contractors shall not charge a markup or fee of any type on any insurance policies required herein.
- G. References to letter and number combinations (i.e. CG 2037) refer to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Human Resources Department. Contractors, vendors and Consultants should consult with their insurance agent/carrier for more information.
- H. Contact the Human Resources Director at (305) 756-7171 with any questions. All exceptions must be approved, in advance by Human Resources Department.
- I. Construction businesses are required to carry workers' compensation insurance for every employee, including contractors. Firms with four (4) or less employees and does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.
- J. Other applicable insurance and indemnification terms are identified in Articles 5 and 6 of Supplementary Conditions.
- K. The CONTRACTOR agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to the CONTRACTOR, its employees, agents, or subcontractors, if any, with respect to the work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the Village's Human Resources Director before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the Village's Human Resources Director certificates of all insurance required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the Village harmless from any damage resulting to it for failure of either CONTRACTOR or any subcontractor to obtain or maintain such insurance.



- L. The Village reserves the right to require higher limits depending upon the scope of work under this Agreement.
- M. Neither the CONTRACTOR nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the Village with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all subcontractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement.
- N. Policies shall be "Occurrence" form. Each carrier shall give the Village sixty (60) days' notice prior to cancellation.
- O. The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to add North Bay Village, its Commission, employees, officers and agents as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the Village. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

6.2 **INDEMNIFICATION**

- A. Awarded Bidder recognizes the broad nature of this article and voluntarily agrees to indemnify North Bay Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.
- B. CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.
- C. The CONTRACTOR, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article shall survive the termination of any contract with the Village.
- D. The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Bidder for performance of this Agreement shall represent the specific consideration for the Bidder's indemnification of the Owner.
- E. The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement.



- F. It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the “Specific Consideration” therefore.
- G. Nothing contained herein is intended nor shall be construed to waive Village’s rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

6.3 INSURANCE LIMITS

- A. **Commercial General Liability:** Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. North Bay Village must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.
- B. **Automobile Liability:** Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto Village property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*
- C. **Workers’ Compensation and Employers’ Liability:** Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit. *Workers’ Compensation insurance is only required if Florida statute mandates that your business have coverage.*

Type of Coverage	Minimum Coverage Limit	Notes
Commercial General Liability	\$1,000,000 / \$2,000,000	Requires Village to be listed as additional insured. Contract language shall require Waiver of Subrogation
Workers’ Compensation Employer’s Liability	To Statutory Limits (F.S. 440) \$ 500,000/\$500,000/\$500,000	Contract language shall require Waiver of Subrogation
Auto Liability	\$500,000	Contract language shall require Waiver of Subrogation with owned, hired and non-owned.
Pollution Liability	\$1,000,000	Required for all design and design/build activities such as architects, engineers, etc.



**SECTION VII
FORMS**

- 7.1 BID COVER PAGE CHECKLIST/BID FORM
- 7.2 BID FORM
- 7.3 BID BOND
- 7.4 SCHEDULE OF BID PRICES
- 7.5 BIDDER'S QUALIFICATIONS STATEMENT
- 7.6 SUBCONTRACTOR LIST
- 7.7 REFERENCE FORM
- 7.8 NON-COLLUSIVE AFFIDAVIT
- 7.9 CONFLICT OF INTEREST
- 7.10 DRUG FREE WORKPLACE
- 7.11 PUBLIC ENTITY CRIMES
- 7.12 WARRANTIES
- 7.13 NOTICE OF INTENT TO AWARD
- 7.14 NO BID



BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____

BID NO: _____

COMPANY NAME: _____

PHONE NO: _____

- 1. Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- 2. Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 3. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** (*Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.*)
- 4. Subcontractor List: **Complete the form.**
- 5. References: **Complete and submit references on the designated Form.**
- 6. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized.**
- 7. Conflict of Interest: **Complete and sign the form.**
- 8. Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- 9. Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- 10. Warranties: **Sign the Warranties form and have it notarized.**
- 11. Proof of Insurance: Include proof of insurance containing **a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured".** Attach to the back of your submittal.
- 12. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- 13. **Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- 14. **IF "NO BID" is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**



BID FORM

BID NAME: _____

BID NO: _____

Submitted By: _____
(BIDDER)

Date: _____

A. SCOPE OF WORK

It is the intent of the Village to contract with one or more qualified firms to provide striping and striping removal of existing parking stalls, painting of existing wheel stop and replacement of damage wheel stops, for approximately 439 parking and 16 handicap spaces and install 8 mechanical speed humps on Harbor Island and 8 on North Bay Island. Work will need to be completed within 30 days from Notice to proceed.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

Number	Date	Number	Date	Number	Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.
 - c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.



5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Email Address _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the Principal), and _____ (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the Village of _____ and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of _____ Dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
HARBOR ISLAND RIGHT OF WAY PARKING RESTRIPIING & IMPROVEMENTS**

ITB# 2021-014

for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said as "Surety" herein, has caused these presents to be signed in its name by its _____, and attested by its, _____ under its corporate seal, this ____ day of _____, , 202____.



ATTEST:

BY: _____(Title)
(Principal)

ATTEST:

BY:
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)



SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings, and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor's unit prices. There shall be no charges to and from the Village work sites.

A materials list with unit price shall be recorded and reviewed with Owner and Engineer at each Project Progress Meeting. Acceptances of quantities/materials list used to date are to be documented in the meeting minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of unit price costs may be denied by the Owner and Engineer.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, cleanup, and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

Item	Description	Est. Qty	Unit	Price	Value
1.	Mobilization/Maintenance of Traffic	1	LS	\$	\$
2.	Right of Way Parking Stall Restriping (18')	8640	LF	\$	\$
3.	Striping Removal	2000	LF	\$	\$
4.	ADA Stall Restriping	16	EA	\$	\$
5.	Damaged Wheel Stop Replacement	50	EA	\$	\$
6.	Wheel Stop Painting	1400	EA	\$	\$
7.	Mechanical Speed Hump	24	EA	\$	\$
8.	Contingency	1	LS	\$5,000	\$5,000
	TOTAL BID AMOUNT				\$

Estimated quantity is for bid evaluation purposes. Actual quantity and/or services may vary.

Failure to complete the above may result in the bid being declared non-responsive

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this _____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____



Attested by Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.



CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number



CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number



BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other
(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

Number of years under your present business name?

3. How many years under a previous business name? List name(s) below.

4. Type of Business:

Sole Proprietorship Partnership Corporation Joint Venture

If a Corporation, answer this: _____

If a Partnership or Individual Proprietorship, answer this: _____

Date of incorporation: _____

Date of organization: _____

In what State: _____

If a partnership, state whether partnership is general, limited association: _____



5. Names and titles of all officers, partners or individuals doing business under trade name:

Name of Officers	Name and Address of Partners:
President:	
Vice President:	
Vice President:	
Secretary:	
Treasurer:	

**SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES	EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

Business Structure	Indicate By (X)	Copy of Joint Venture Agreement Attached (Y/N)	If applicable, how will work be distributed between partners?
Corporation			
Joint Venture			
Partnership			

Length of time in business for separate Firms of a Joint Venture

Firm(s) Name	Length of Time in Business



7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

Form with a grid structure for listing office information.

8. Other Office Locations – Location of other offices from which resources may be drawn.

Form with four horizontal lines for listing other office locations.

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

Horizontal line for providing details for question 9.

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

Horizontal line for providing details for question 10.

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution

Horizontal line for providing details for question 11.

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

Horizontal line for providing details for question 12.

13. Is your organization currently pre-qualified with any governmental agency? _____. If so, please list.

Horizontal line for providing details for question 13.

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Horizontal line for providing details for question 14.

15. What is the last project of this nature that you have completed?

Horizontal line for providing details for question 15.

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM Best rating of Class XI A or better per Section VI), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

Horizontal line for providing details for question 17.



18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

Name	License#	Type of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

19. Will you sublet any part of this WORK? If so, give details.

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.



The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Date:

Signature

Email:



The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____



REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or School District (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#2 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$

#3 REFERENCE

Company/Entity Name:	
Address City, State Zip Code	
Contact Name: Title:	
Phone No: Fax: Email:	
Date of Service or Contract Period: Location	
Summary of Services Performed Governmental or Private	
Dollar Value of Contract	\$



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____ by _____ who
 is personally known to me or who has presented the following type of identification: _____.

SEAL

Notary Public (Signature), State of Florida

My Commission Expires: _____



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	Village Title or Position of Bidder's Employee	Village Department of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.
- I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an ITB 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 ITBs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). 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 a drug-free workplace, and 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 ITB a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under ITB, 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.

Signature

(Print or Type Name)



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. 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 any agency or political subdivision of any other state or with 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 misrepresentation.
2. 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 the 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. 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 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 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.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding 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, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 (ONE) 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)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand (\$100,000.00) Dollars for property damage and Three Hundred Thousand (\$300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;
11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and



12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this __ day of _____, 20____ .

(SEAL)

CONTRACTOR:

By _____

ATTEST:

Secretary



NOTICE OF INTENT TO AWARD

TO: _____

Contractor

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE
HARBOR ISLAND RIGHT OF WAY PARKING RESTRIPIING & IMPROVEMENTS
ITB# 2021-014

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____ (\$ _____) submitted to North Bay Village (Owner) on _____ (Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Marlon Lobban



STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to solicitation

We do not offer this product/service or equivalent

Our project schedule would not permit us to perform

Unable to meet specifications, please explain _____

Unable to meet requirements, please explain _____

Specifications unclear, please explain _____

Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date