



Invitation to Bid

Goods & Services



FLEET MAINTENANCE & REPAIR SERVICES

INVITATION TO BID NO. 22-08-01

ADVERTISEMENT DATE:	MONDAY, AUGUST 15, 2022
IN-PERSON NON-MANDATORY PRE-BID CONFERENCE:	AUGUST 23, 2022 AT 11:00 AM SUNNY ISLES BEACH GOVERNMENT CENTER 18070 COLLINS AVENUE, 4TH FLOOR CONFERENCE SUNNY ISLES BEACH, FLORIDA 33160
ALL QUESTIONS DUE: All questions will be answered via an addendum posted to DemandStar.	AUGUST 26, 2022 AT 5:00 PM
SUBMISSION DUE DATE:	SEPTEMBER 1, 2022 AT 11:00 AM
SUBMIT <u>SEALED</u> BIDS TO: Envelope must clearly provide your firm's name, phone # and contact information and must be labeled with the RFP # and name.	CITY OF SUNNY ISLES BEACH GOVERNMENT CENTER OFFICE OF THE CITY CLERK 18070 COLLINS AVENUE, 4TH FLOOR SUNNY ISLES BEACH, FLORIDA 33160 ONLINE SUBMITTALS ARE NOT ACCEPTED



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LEGAL ADVERTISEMENT

NOTICE TO BIDDER

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified.

ITB # 22-08-01 FLEET MAINTENANCE & REPAIR SERVICES

The Bid Specifications for this Invitation to Bid are available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list.

Bids shall be on a unit price basis; segregated Bids will not be accepted. Sealed Bids will be received by the City Clerk no later than **11:00 AM**, on **Tuesday, September 1, 2022** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Bids received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and read aloud at this time.

The envelope containing the sealed Bid must be clearly marked:

“FORMAL BID ENCLOSED”

Bid No. 22-08-01 Fleet Maintenance & Repair Services

OPENING DATE AND TIME: SEPTEMBER 1, 2022 AT 11:00 AM

The City reserves the right to reject any or all submittals, with or without cause, to waive technical errors and informalities, and to accept the submittals, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach.

All questions regarding this solicitation shall be directed in writing to Purchasing by no later than **AUGUST 26, 2022 AT 5:00 PM**. Questions must be submitted via email to Purchasing@sibfl.net or via regular mail at: Purchasing, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

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

Mauricio Betancur, CMC, City Clerk
City of Sunny Isles Beach



SECTION 1 INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE CHNBIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning this Invitation to Bid or any required need for clarification must be made to Purchasing at Purchasing@sibfl.net. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, Deputy City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Request for Bids documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Respondent from submitting their submission on the required date and time as publicly noted.

Bids must be submitted no later than the time and date shown within this document.

1.7 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this Request for Bid must be executed) and submitted in a sealed envelope.

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Request for Proposal, Request for Bid, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the City Clerk at (305) 792-1703.

1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Request for Bid. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes - "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the

1.6 BID DEADLINE:



Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.12 AGREEMENT:

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.14 BRAND NAMES:

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

1.15 MATERIAL:

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

1.16 SAMPLES:

Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

1.17 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.19 SAFETY STANDARDS:

The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.20 WARRANTIES:

Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Request for Bid shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid.

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The



City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

1.25 ASSIGNMENT:

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27 NON-CONFORMANCE TO CONTRACT:

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

1.30 DEFINITIONS:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.
- Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.
- Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
- Approved:** Means approved by the City.
- Bid:** The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.
- Proposers:** Any person, firm or corporation submitting a Bid for Work. The terms "Bidder" and "vendor" shall have the same meaning.
- Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.
- Change Order:** A written order to the Contractor signed by the City 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 Agreement.
- City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.
- Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.
- Contract Price:** The total monies payable to the Contractor under the Contract Documents.
- Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.
- Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.
- Contractor:** The person, firm or corporation with whom the City has executed this Agreement.
- Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.



Field Order: A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

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.

Statement of Services: The form furnished by the City which is to be used by the Contractor in requesting progress payments.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

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 furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

1.32 EXECUTION OF AGREEMENT:

At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

1.33 LAWS AND REGULATIONS:

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

1.34 TAXES:

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory

1.31 BID AWARD:

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive proposer whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No



to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The City will be the initial interpreter of the Technical Specifications.

1.37 CITY MAY TERMINATE:

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.39 WAIVER OF JURY TRIAL:

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW:

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.41 VENUE:

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.42 ARBITRATION:

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

1.43 PROJECT RECORDS:

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

1.44 SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



1.45

INDEPENDENT CONTRACTOR:

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as

officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

End of Section



Section 2 Special Terms and Conditions

2.1 PURPOSE OF BID

The City's fleet consists of over 200 cars and light trucks, including hybrid vehicles, see Attachment A. The goal of the City of Sunny Isles Beach Fleet division is to ensure their safe operation by having an effective preventative maintenance program, including for general repairs. Vehicle & equipment repairs, modification, preventive maintenance inspections and/or other work under this contract shall be performed at the contractor's site. The Bidder is required to have the capabilities to perform routine, scheduled, unscheduled, and any major component overhaul, rebuilding, repairing and replacement capabilities. The City may add vehicles or delete vehicles from the list during the term of the agreement. Any vehicles added shall be serviced at the same bid prices. The City will not pre-pay for service, repair, or parts.

The City has established minimum specifications, which include special and specific vehicle maintenance requirements to assure the safe operation of the City's fleet vehicles. The contractor shall provide industry certified mechanics, shop(s), service trucks, mechanic's tools, lifts, and any waste disposal for vehicle fluids and/or materials, as well as any vehicle fluid spill clean-up as needed for all work performed at the shop. The contractor shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

These services will continue on each City vehicle covered by the contract until it is disposed of by the City. The City may add vehicles or remove vehicles from its list during the term of the agreement at the discretion of the City. Any vehicles added to the contract shall be offered the same bid prices as in the original bid.

2.2 NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid meeting will be held on **Tuesday, August 23, 2022 at 11:00 AM** at Sunny Isles Beach Government Center located at 18070 Collins Avenue Sunny Isles Beach, FL 33160, Fourth Floor Conference Room, to discuss the special conditions and specifications included within this solicitation. Proposers are requested to bring this solicitation document to the conference, as additional copies may not be available

2.3 CONE OF SILENCE

All procurement solicitations once released to the public and until an award recommendation has been forwarded to the City Commission, by the City manager are under the **"Cone of**



Silence.” Interested firms must direct any calls, emails, questions, inquiries, etc., to the Purchasing Division at purchasing@sibfl.net. Violation of the Cone of Silence by a particular proposer shall render the award to said Proposer voidable by the City Commission.

2.4 ADDENDUMS, AMENDMENTS, CLARIFICATIONS

The City of Sunny Isles beach reserves the right to make changes to the terms and conditions of this RFP and/or the related Agreement at any time by issuance of written addendum/addenda, amendment(s), or clarification(s).

2.5 MANDATORY SITE VISIT TO BIDDER'S SITE AFTER SUBMITTAL OF BIDS

The City of Sunny Isles Beach will be conducting a mandatory site visit of each Bidder deemed responsive. Bidder must be ready for the mandatory site-visit within 24 hours notice from the City.

2.6 MINIMUM QUALIFICATION REQUIREMENTS (MQRS)

1. In order to be considered responsive, Bidder shall, at a minimum, demonstrate compliance with the requirements listed in this ITB.
2. **To be evaluated, all requested documentation and/or information shall be provided in the bid to confirm that the Bidder has satisfied the criteria outlined below.** Proposers failing to meet these requirements may be deemed non-responsive.
3. The Bidder shall, **at the time of the bid submittal**, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.
 - a) The Bidder **must employ, at minimum, one mechanic who is ASE Certified Master Mechanic in medium / light duty truck repair and automobiles.**

Bidder must provide a copy of the applicable license(s) with Bidder's response.

Mechanic(s) shall have the following ASE certifications:

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes



- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

- b) Bidder must have a fully equipped and well-established shop as required in this solicitation, **which may be verified by on-site inspection, preferably within ten (10) mile radius** of the City of Sunny Isles Beach.
- c) The Bidder must have been in the business of vehicle maintenance and repairs for a **minimum of five (5) years.**
- d) Bidder must provide security in the form of a **fenced lot, or inside of a secure building,** for no less than four (4) standard sized vehicles simultaneously.
- e) Bidder shall provide **references for no less than (2) two public or private/commercial sector references** in which Bidder serves as their primary repair/maintenance shop.
- f) **Bidder shall submit drug test policy for employees.** Bidder shall perform drug test screening on all employees and provide pass/fail results to the City Manager or designee, upon request.

2.7 TERM

The initial contract term shall be for two (2) years. This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the Notice of Award letter. The contract shall be contingent upon the completion and submittal of all required documents. The contract shall remain in effect until the completion of services, provided that the services rendered by Contractor during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to Contractor. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2.8 OPTIONS TO RENEW

Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for an additional three (3) one-year renewals.



Prior to completion of each exercised contract term, the City may consider an adjustment to the price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami – Fort Lauderdale, FL, and shall not exceed five percent (5%). It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If adjustment request is not received from the vendor, the City will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should the vendor decline the City's right to exercise the option period, the City may consider the vendor in default which may affect the vendor's eligibility for future contracts.

2.9 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible vendor. If a vendor fails to submit an offer for all items within the group, its offer for that specific group will be rejected. The City reserves the right to award to multiple bidders. Award to multiple vendors may be considered for the convenience of the City and does not exempt the primary vendor from fulfilling its contractual obligations. Failure to perform as noted may result in the vendor being deemed in breach of contract. The City may terminate the contract for default. The geographical location of the proposers facility will be taken into consideration during the evaluation process.

2.10 PRICE

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.



2.11 DELIVERY

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

2.12 INSURANCE

Primary Comprehensive General Liability with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate with the following coverage details:

- Premises and Operation
- Independent Contractors
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- Waiver of Subrogation on behalf of the city.
- The City of Sunny Isles Beach named as Additional Insured
- Coverage to be provided on a Non-contributory and Primary format

Primary Business Automobile Liability with a minimum limit of Liability of \$1,000,000 with the following coverage details:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers Non-Ownership
- Waiver of Subrogation on Behalf of the city.
- The City of Sunny Isles Beach named as Additional Insured.
- Coverage to be provided on a Non-contributory and Primary format.

Before starting the Work, the vendor will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.



The vendor agrees that if any part of the Work under the Contract is sublet, they will require the Sub-vendor(s) to carry insurance as required, and that they will require the Sub- vendor(s) to furnish to them insurance certificates similar to those required by the City in this section.

2.1.1 Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance for the coverage specified in this section in order to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

2.11.2 **Garage Liability coverage for Garage Operations with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence. Garage keeper's Legal Liability with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence.**

- Waiver of Subrogation on behalf of the city.
- The City of Sunny Isles Beach named as Additional Insured.
- Coverage to be provided on a Non-contributory and Primary format.

Workers' Compensation in accordance with Florida Statute, including \$1,000,000 Employers' Liability form.

Waiver of Subrogation on behalf of the City of Sunny Isles Beach.

A \$5,000,000 Umbrella/Excess Liability policy over and above all of the coverage forms mentioned above.

2.12 **MONTHLY INVOICES PAYMENTS**

Cut-off date is the close of the last business day of the month. Contractor shall submit by the 10th day of the following month Contractor's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Contractor shall submit his application on the next workday.

Contractor is advised that processing of invoices must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Statement of Services for that month's billing cycle. A late Statement of Services with a recommendation for payment will be paid in the next month's billing cycle.



2.13 **WARRANTY**

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within seventy-two (72) hours after the City notifies the Bidder of such deficiency in writing. If the Bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder, in writing, that the Bidder may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within this timeframe from receipt of the notice. If the Bidder fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the Bidder for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

New vehicles still under manufacturer's warranty shall be taken to the local dealership by the City for such warranty work.

2.14 **DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR (NOT UNDER WARRANTY)**

The vendor shall promptly correct any and all apparent or latent deficiencies and/or defects in work and/or any work that fails to conform to the contract documents, regardless of the fabrication, installation or completion status of the overall task. All corrections shall be made within three (3) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the City's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the City may at its discretion, notify the vendor in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within five (5)



calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the City shall place the vendor on default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the City may terminate the contract for default.

2.15 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR

Unless otherwise provided in Section 3 (entitled "Technical Specifications") of this solicitation, the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose of the warranty or Work. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

2.16 LABOR AND MATERIAL CHARGES

The vendor shall provide the City with labor and materials in strict accordance with all solicitation requirements on an as needed, when needed basis. Accordingly, the vendor shall indicate the cost of this labor and materials on the submittal form included within this solicitation. The vendor shall not offer an overtime hourly labor rate that exceeds 1 1/2 times the value of the regular hourly labor rate. If non-compliance in either regard is evident either from the offer itself or from subsequent evaluation proceedings, the offer shall be considered non-responsive and ineligible for award. No parts, accessories, or supplies shall be used which might void the vehicle manufacturer's warranty.

2.17 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the City may require the vendor to replace the materials at the vendor's expense.

2.18 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES:



While the City has listed all major items within this solicitation which are utilized by City departments in conjunction with their operations, there may be similar items that must be purchased by the City during the term of this contract. Under these circumstances, a City representative will contact the primary vendor to obtain a price quote for the similar items. If there are multiple vendors on the contract, the City representative may also obtain price quotes from these vendors. The City reserves the right to award these similar items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.19 WORK ACCEPTANCE

Any Work will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.20 DRUG AND ALCOHOL TESTING

The Contractor's employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Contractor employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this provision must not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

END OF SECTION



Section 3 Scope of Services / Technical Specifications

3.0 **BACKGROUND**

The goal of the City of Sunny Isles Beach Fleet Department is to ensure the safe and economical operation of the City's fleet vehicles by having an effective preventative maintenance program in place and providing for general repairs.

The City has established minimum specifications which include special and specific vehicle maintenance requirements to assure the safe and economical operation of City fleet vehicles. The successful repair facility shall possess appropriate facility, equipment, and professional staff with the skills and experience needed to maintain the City's fleet in accord with Manufacturer's recommended specifications. The facility shall have the ability to perform quality work, as solely determined by the City of Sunny Isles Beach, qualifying it to maintain the City's fleet as specified.

The selected repair facility will, from the onset, be held to a very high level of performance and efficiency in maintaining the City's fleet. The Contractor shall furnish all necessary supervision, labor, tools and parts and supplies necessary to provide the service for the City's fleet in accordance with Manufacturer's recommendations in order to maintain factory warranties and any extended warranties.

The approximate number of City of Sunny Isles Beach vehicles in Fleet by year Make and Model, is attached hereto as **Attachment A**.

3.1 **SCOPE OF SERVICES**

The Contractor shall provide a written checklist for each vehicle of the items checked. The checks shall include all fluids, brakes, tires, belts and hoses, filters, wiper blades, batteries, oil checks and oil changes.

Preventative Maintenance (PM) - Scheduled inspection of the vehicle based on either time or mileage. PM's are scheduled for either 3 months or 5,000 miles, whichever comes first. Select vehicles due to their unique service are performed more frequently. Preventative Maintenance consists of a visual inspection of the vehicle for damage or missing parts, functional testing of components, lubrication, tire rotation, and servicing as needed. The City averages 1,200 PM's a year.



The following must be performed during a scheduled preventative maintenance routine:

Component	Action *reflects additional charge over PM rate
Visually inspect vehicle for damage or missing parts	Advise accordingly
Verify function of dash board warning indicators during prove out (key in crank mode) and advise if any warning indicators are continuously on. Record idle hours for Police units.	Advise accordingly
Check horn & lights for operation.	*Repair as needed
Tires - Inspect for unusual wear or tread at or below 4/32nd of an inch	*Replace as needed.
Brake Inspection	*Repair as needed
Rotate tires (if spare is new, rotate into service) and inflate to manufacturer's recommendations	Part of PM
Parking and service brake	Inspect for proper operation and advise accordingly
Inspect coolant, brake, power steering, transmission, rear axle, and washer fluid.	Top off fluids and advise of any concerns. *Any Level 3 leak, fluid leaking on the ground must be repaired
Engine oil	Check oil level and condition prior to changing it. Advise of any concerns. Next change oil and filter. Fill to top of full line on dipstick
Check and Adjust Drive Belts	Advise accordingly
Inspect & replace wiper blade and washer pump every three (3) months	*Replace as needed
Air Filter	*Replace as needed
Battery terminals	Service (part of PM)
Transmission fluid and fuel filter	*Replace at 30,000 mile intervals
Check Engine Cooling System, Hoses And Clamps	*Replace as needed
Check Exhaust System	Advise accordingly



Check Air Condition System, Freon Level	Advise accordingly
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3.2 **TECHNICAL REQUIREMENTS**

Replacement Parts – Replacement parts should be New Original Equipment (OE) unless noted otherwise or agreed upon for a specific repair or authorized by the Fleet Manager or designee. Where an Original Equipment has multiple lines, the premium line should be used (Example: Motorcraft use Super Duty, AC Delco use OE Service).

Exceptions:

1. Motor Oil must be of premium grade and meet Ford Motor and/or Manufacturer's specifications for 5W-20 or 5W-30 Synthetic Blend for gasoline engines and 15W 40 Super Duty for diesel engines. Going forward, manufacturers may switch to a full synthetic. Provision for price adjustments will be noted below.
2. Brakes on Ford Motor Company vehicles should be Motorcraft Super Duty when available or Motorcraft. For marked patrol units use Ford Original Equipment pads, not Motorcraft. Brakes on non-Ford vehicles shall meet manufacturer's specifications.
3. Transmission / Rear Axle Fluid / Refrigerant / Brake Fluid – Must be of high quality and meet OE manufacturer's specifications.
4. Wiper Blades – High quality refill (Anco or Trico is acceptable), for GM AC Delco Advantage line is preferred, or exit fit from NAPA.
5. Misc. supplies – hose clamps, wire connectors, etc. must be of high quality.

Shop Equipment – The facility shall have sufficient high quality tools and equipment to service late model vehicles (brake lathe, tire changer, tire balancer, alignment, tire pressure monitor tools, and OBDII diagnostic equipment).

Repairs - Before providing repair work, cost estimates shall be provided to Fleet Management detailing parts and labor required for the repair. No additional repairs will be allowed unless first authorized by Fleet Management.

- If a cost estimate for repair appears unreasonable in view of prior cost experience and other prevailing estimates, the City reserves the right to obtain services from another source.
- In no case shall the charge for labor exceed the bid price per hour times the numbers of hours quoted at such time repairs were performed.



3.3 HOURS OF OPERATION

Contractor shall at a minimum, provide for the operation of the facility five (5) days per week, from 7:30 a.m. to 6:00 p.m. Monday through Friday, 7:30 a.m to 4:00 p.m Friday.

Contractor shall operate the facility a minimum of 56 hours per week except for a holiday as authorized by the City (New Year's Day, Thanksgiving, Christmas). The City shall be notified in advance of any changes in hours of service (other than those dictated by emergency).

Successful contractor shall have access to check and respond to emails, at least 3 times a day, morning, afternoon and late PM.

3.4 PROTECTION

3.4.1 The Contractor shall be solely responsible for City vehicles and equipment while in their possession for maintenance and/or repairs.

3.4.2 Vehicles left at Contractor's facility during non-business hours to complete service must be stored in a secure area.

3.4.3 The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970 (OSHA), and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

3.5 ESTIMATES

Bidder shall provide written "not to exceed" estimates on any repair. The estimate will include the estimated number of hours, hourly rate, estimated material cost and completion date. It will be the Bidder's responsibility to ensure they have all the equipment and materials to provide accurate estimates. No work shall be performed by the Contractor before authorization is provided by the City's Fleet Manager or designee via a Purchase Order.

3.6 HOURLY RATE

The hourly rates submitted with your bid response shall include full compensation for labor, equipment use, and any other cost to the Bidder.



3.7 PARTS SUPPLY

The Proposer shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment at the fleet facility. Parts installed by the Proposer shall meet OEM specifications, and shall be warranted accordingly. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment. The Proposer shall have available to the City an audit report showing part costs and a pricing comparison of at least three local suppliers.

3.8 INVENTORY

The Proposer shall maintain an adequate parts inventory as part of the Proposer's target costs. A management information system shall be used to monitor the parts inventory and track parts usage on the City's fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history for each part normally stocked. Respondents shall describe their program for inventory control, ability to provide volume purchasing programs, and plans to utilize local vendors and suppliers, as appropriate, in their Proposals to the City.

3.9 PERFORMANCE STANDARDS

The Contractor needs to be fully aware of the fact that City departments that rely on vehicles to perform their functions operate in a highly competitive environment and time for maintenance and repair work is of the essence. With this in mind, the Contractor will meet the performance standards noted below during the term of this agreement.

The Contractor will be expected to maintain these performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractors' control will not relieve the Contractor of meeting these standards.

3.10 VEHICLE TURNAROUND TIME STANDARDS

The following percentages of all maintenance and repair work must be completed within 24 hours of the vehicles delivery to the garage or within 24 hours of notification of maintenance requirements (excluding weekends and non-working holidays):

General Fleet Vehicles	85% of the time
One-Ton or Smaller Vehicles	80% of the time
Larger than One-Ton Vehicles	75% of the time



(Includes Construction Equipment
& other specialty equipment)

The Contractor is responsible for notifying the representative of user departments by telephone, email or in person when any vehicle will be out-of-service for maintenance or repair for more than 24 hours.

3.11 RE-WORK

The Proposer shall track and identify multiple repairs for the same deficiency on the same vehicle (re-work) and shall not include in the statement costs for re-work occurring after the original repair. Such re-work labor costs will be calculated and reimbursed to the City. All rework must be performed within 24 hours after City notification of corrective action.

3.12 REPORTING

Upon prior notice to the Contract Project Manager, the Proposer shall provide the City's authorized representative(s) access at all reasonable times to all electronic and hard data, Fleet Management Information System, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Proposer's fleet management and maintenance services for the City, and shall provide to the authorized representative(s) cost verification for work.

3.13 POST AWARD SITE-INSPECTION

The City may require the on-site pre-service inspection be performed in the presence of or by City's project manager or designee prior to September 25th of each calendar year. The inspection will include all mechanical, hardware, software, labor, and quality of vehicle fleet and associated technology to be used for this service.

3.14 TIRES, TUBES AND SERVICES

The City purchases Goodyear tires using the NASPO contract [RFP1118005083](#) pricing. The repairing facility shall either be able to provide tires accordingly or agree to stock and inventory City supplied tires at no additional charges. All tires must be logged in and out electronically. The City will pay for the mounting, balance, tire valves, and disposal of old tires upon usage at State of Florida rate. The City will not be responsible for any other fees or charges.

END OF SECTION



SECTION 4 BID FORMAT

4.0 FORMAT

Bidders must submit (1) original and four (4) copies of the bid. The original Bid must contain an original signature. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the Bid number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the Bid will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The bid must be in the following format. Failure to submit all documentation in response to items #1 through #7 of this section may result in the proposal being deemed non-responsive and may result in the proposer's bid not being considered, in the City's sole discretion.

1. COMPANY INFORMATION:

- In response to this Proposal, all Proposers must provide the following:
- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations.
- Internet Web Site Address (if any).
- Details of Entity Business Structure (Corporation, Partnership, LLC).
- Date Founded.
- Home office address, telephone number, and local address and phone number.
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract.
- Proof of insurance.
- Indication of how long it would take to implement service after authorized to begin.
- Hours of operation
- The Contractor shall provide an example of a written checklist for that reflects, oil changes, fluids, brakes, tires, belts and hoses, filters, wiper blades, and batteries.

2. MINIMUM QUALIFICATION REQUIREMENTS:

- a) The Bidder **must employ, at minimum, one mechanic who is ASE Certified Master Mechanic in medium / light duty truck repair and automobiles.**

Bidder must provide a copy of the applicable license(s) with Bidder's response.



Mechanic(s) shall have the following ASE certifications:

- A1 Engine Repair
- A2 Automatic Transmission/Transaxle
- A3 Manual Drive Train & Axles
- A4 Suspension & Steering
- A5 Brakes
- A6 Electrical/Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

- b) Bidder must have a fully equipped and well-established shop as required in this solicitation, **which may be verified by on-site inspection, preferably within ten (10) mile radius** of the City of Sunny Isles Beach.
- c) The Bidder must have been in the business of vehicle maintenance and repairs for a **minimum of five (5) years.**
- d) Bidder must provide security in the form of a **fenced lot, or inside of a secure building,** for no less than four (4) standard sized vehicles simultaneously.
- e) Bidder shall provide **references for no less than (2) two public or private/commercial sector references** in which Bidder serves as their primary repair/maintenance shop.
- f) **Bidder shall submit drug test policy for employees.** Bidder shall perform drug test screening on all employees and provide pass/fail results to the City Manager or designee, upon request.

3. **QUALIFICATIONS:**

- Include licenses and certificates such as the ASE Certified Master Mechanic.
- A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand.

4. **STAFFING:**

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project as well as experience and qualifications. The



size and experience of the company staff pool from which staff assigned to the contract can be drawn. The composition of the staff team should include:

- The names of the employees in the area responsible for the contract;
- Their function in the company; and
- The name of the person who will be responsible for the coordination of Work.

5. **APPROACH / METHODOLOGY:**

Proposer's approach methodology to providing the services requested in this solicitation

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the project
- Ability to meet desired timelines and deadlines

6. **COST PROPOSAL:** See Bid Price sheet on page 30 below for your firm to complete.

7. **EXCEPTIONS:**

Firm must list any exceptions taken to the terms and condition in this ITB.



**SECTION 5
BIDDER'S QUESTIONNAIRE**

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Florida, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

Company Name: _____
Address: _____
Primary Contact: _____
Email: _____
Phone Number: _____

1. Number of years company has been in the business of vehicle maintenance and repairs services: _____
2. Number of repair employees: _____
3. Hours of operation: _____
4. Is your company registered with the Florida Department of Agriculture and Consumer Services (FDACS) per the Florida Motor Vehicle Repair Act?
5. Have you included copies of ASE Certified Master Mechanic certificates for your technicians?
6. Proximity to City of Sunny Isles Beach City Hall _____.
7. Name of Shop Manager(s) _____
8. Has your shop ever been a subject of Better Business Bureau action? Yes No
9. How many bays are available for vehicles? _____
10. The contractor shall attach a copy of their drug and alcohol testing policy.
11. List subcontractors _____
12. Electronic invoicing capabilities Yes No
13. Does your shop conduct background checks prior to employment: Yes No



14. Number of ASE Certified employees _____

15. Is your contract price for a specific location or multiple locations (if you are a corporation):

16. LIST OF REFERENCES

Bidder shall provide references for no less than **(2) two public or private/commercial sector references in which Contractor serves as their primary repair/maintenance shop.**

A. Client:

Contact Name/Title:

Phone Number / Email Address:

B. Client:

Contact Name/Title:

Phone Number / Email Address:

C. Client:

Contact Name/Title:

Phone Number / Email Address:



Section 6
BID PRICE SHEET

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$
B	Percentage Discount from the Posted Shop Labor Rate	%
C	Discounted Hourly Shop Labor Rate	\$
AND		
	Percentage Discount off the O.E.M. / MSRP List for parts	%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D.	Alignment of Front Axle Only (complete)	\$
E.	Alignment of Front and Single Rear Axle (complete)	\$
F.	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$
F.1.	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$
G.	Preventative Maintenance per Section 3.1 above	\$
H.	Minimum Diagnostic charge	\$



GROUP #2 - TRUCKS OVER 1½ TON		
Preventive Maintenance per Section 3.1		
A	Indicate the actual Posted Shop Labor Rate	\$
B	Percentage Discount from the Posted Shop Labor Rate	%
C	Discounted Hourly Shop Labor Rate	\$
AND		
Percentage Discount off the O.E.M. / MSRP List for parts		%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$
E	Alignment of Front and Single Rear Axle (complete)	\$
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$
G.	Preventative Maintenance per Section 3.1 above	\$
H.	Minimum Diagnostic Charge	\$



DELIVER TO:

City of Sunny Isles Beach
City Clerk
18070 Collins Avenue
Sunny Isles Beach, FL 33160

**INVITATION TO BID
SECTION 7
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.
9/1/2022**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	Purchasing Agent	Date Issued:	This Bid Submittal Consists of
		08/15/2022	Pages 28 through 37

Sealed bids are subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**ITB 22-08-01
Fleet Maintenance & Repair Services**

A Bid Deposit in the amount of 0% of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of 0% of the total amount of the bid will be required upon execution of the contract by the successful bidder and City of Sunny Isles Beach

Procurement Agent:

Genesis Cuevas

Firm Name:

Commodity Code(s):

RETURN ONE ORIGINAL AND FOUR COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 28 OF SECTION 5 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE



BID SUBMITTAL FORM

Bid Title: Fleet Maintenance & Repair Services

The undersigned Proposers propose and agree, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposers accept all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposers agree to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposers represent, as more fully set forth in the Agreement, that:

- The Proposers have familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposers have given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposers.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposers have not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposers have not solicited or induced any person, firm or corporation to refrain from Bidding; and the Proposers have not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The Proposers understand and agree that the Bid is for unit prices to furnish and install individual Work Items for maintenance and/or repair work, complete in place. Estimates are provided for the purposes of Bid Evaluation and to establish unit prices for individual Work Items for maintenance and/or repair work to be contracted by the City under individual Purchase Orders, based on the unit prices established under this Bid.

The City and the successful Proposers will establish completion times for each individual Work Item and the successful Proposers agree that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.



Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. _/ _ - _/ _/ _/ _/ _/ _/ _/ _/ _/

****By signing this document the bidder agrees to all Terms***

Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



REASON FOR “NO BID”

For firms choosing **NOT** to bid/propose on this opportunity, the City appreciates your response using this form.

Please return via email to Purchasing@sibfl.net.

Why did your firm choose not to respond to this opportunity?

Circle all that apply from below list: _____

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:



AFFIDAVITS





PUBLIC ENTITY CRIMES

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification number (FEIN) is _____.
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, 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 prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

11.5. I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

11.6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer 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 11.1 (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.

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

CONFLICT OF INTEREST STATEMENT

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

18.1. I am the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

18.3 The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

18.4 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

18.5 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

18.6 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

18.7 I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

18.8 I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

18.9 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this _____ day of _____, 2022.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2022.

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

DISPUTE DISCLOSURE FORM

Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

19.1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

19.2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

19.3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Telephone: (305) 947-0606 Fax: (305) 949-3113

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ [name of person], as _____ [type of authority], for _____ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2022.

By _____

Is personally known to me

Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



ATTACHMENT A

Excel Spreadsheet is a separate link on DemandStar

