

Solicitation RFP-24-048-SG

School Zone Speed Detection System and Monitoring Program

Bid Designation: Public



City of North Miami Beach

Bid RFP-24-048-SG

School Zone Speed Detection System and Monitoring Program

Bid Number **RFP-24-048-SG**
 Bid Title **School Zone Speed Detection System and Monitoring Program**

Bid Start Date **Dec 20, 2024 6:30:11 PM EST**
 Bid End Date **Jan 31, 2025 5:00:00 PM EST**
 Question & Answer End Date **Jan 15, 2025 7:00:00 AM EST**

Bid Contact **Shereece George Depusoir**
Chief Procurement Officer
305-948-2946
Shereece.George@citynmb.com

Prices Good for **30 days**
 Pre-Bid Conference **Jan 8, 2025 11:00:00 AM EST (Online)**
Attendance is optional

Bid Comments **The City of North Miami Beach (“City”) is seeking a qualified firm(s) (“Contractor”) to submit a Proposal for a School Zone Speed Detection System and Monitoring Program at multiple school zone areas within the City of North Miami Beach in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).**

*****VIRTUAL PRE-BID MEETING VIA*****
Wednesday, January 8, 2025 11:00 AM Eastern Time
Join Zoom Meeting>> <https://citynmb.zoom.us/j/81763908638> / Meeting ID: 817 6390 8638

INTERESTED FIRMS ARE ENCOURAGED TO ATTEND TO VIRTUAL PRE-BID MEETING:

IMPORTANT BIDDER INFORMATION:

****It will be the sole responsibility of the bidder to ensure that his bid is submitted prior to the bid opening date and time listed. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA BIDSYNC.COM**

The City of North Miami Beach reserves the right to waive any informality in any or all bids and to reject any or all bids.

For information concerning technical specifications, please utilize the question/answer feature provided by BIDSYNC at www.bidsync.com . Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures, will only be transmitted by written addendum. (See addendum section of BIDSYNC Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized himself with the nature and extent of the work, equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

**Added on Jan 31, 2025:
 BID CLOSE DATE HAS BEEN EXTENDED TO 5:00 PM TODAY, JANUARY 31, 2025***

Addendum # 1

Previous End Date Jan 31, 2025 3:00:00 PM EST	New End Date Jan 31, 2025 5:00:00 PM EST
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Item Response Form

Item **RFP-24-048-SG--01-01 - School Zone Speed Detection System and Monitoring Program**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of North Miami Beach**

Police Department

16901 NE 19th AVE

North Miami Beach FL 33162

Qty 1

Description

Interested firms shall proposal in accordance with Section 3, 4 and 5 of this solicitation.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

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

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

Allowance Account: Amount established to cover the cost of prescribed items that are not specified in enough detail.

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

Bid: The written offer of a Bidder to perform the work or service.

Bid Documents: Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership, or corporation submitting a Bid in accordance with the Instructions to Bidders.

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

Calendar Day: Every day shown on the calendar.

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

Construction Manager: Individual that coordinates and supervises and/or oversees the

implementation of this project.

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

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

Contract Manager: North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

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

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

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

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

City Manager: The Manager of the City of North Miami Beach, Florida.

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

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

Engineer: Any individual, firm partnership, or corporation providing design services related to this Bid.

Inspector: Individual employed to ensure that official regulations are obeyed for this project.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all person's supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Project Manager: The duly authorized representative designated to manage the Project.

Scope of Service: Document which details the work to be performed by the Bidder.

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

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

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

1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.citynmb.com to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.citynmb.com.

1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

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

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. The request may also be electronically mailed to bids@citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence, the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at bids@citynmb.com.

1.4 BIDDERS RESPONSIBILITIES

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

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

1.5 SUBMISSION OF BIDS

Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

1.7 REJECTION OF BID

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

1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.
- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

1.9 LATE BIDS OR MODIFICATIONS

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

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

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

to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.**

1.12 INVOICING/PAYMENT

All invoices should be sent to:

Finance Department,
17011 NE 19 Avenue, 3rd Floor,
North Miami Beach, Florida 33162.

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

1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

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

To the Chief Procurement Officer.
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946
Email: bids@citynmb.com

and,

To the City Attorney
City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939

To the Bidder

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

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

1.15 EMPLOYEES

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

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid.

1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.
1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
 2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection
- (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees, and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
 - C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
 - D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
 - E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the

City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time, the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform

the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.

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

1.18 AGREEMENT

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

1.19 DISQUALIFICATION OF BIDDERS

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

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

1.20 SUBCONTRACTING

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

1.21 ASSIGNMENT

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

1.22 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation, or other

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

1.23 COLLUSION

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

1.24 PATENTS AND COPYRIGHTS

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

1.25 PUBLIC RECORDS LAW

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.26 EXCEPTIONS TO BID

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be

included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was originally set forth on the ITB.)

1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits, or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

1.28 COPELAND "ANTI-KICKBACK"

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

1.29 CHOICE OF LAW

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

1.30 QUANTITIES

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

1.31 CLAIMS

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

1.32 MODIFICATION OF CONTRACT

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

1.33 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.34 DISCRIMINATION

Any entity or affiliate who has been placed on the

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

1.35 DRUG-FREEWORKPLACE PROGRAM

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

1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

1.37 ACCESS TO RECORDS

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS:

CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

1.38 BEST INTEREST OF NORTH MIAMI BEACH

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

1.39 INSURANCE REQUIREMENTS

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

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

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

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Bidder hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST

APPEAR ON EACH CERTIFICATE OF INSURANCE.

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

1.40 CITY WEBSITE

The City utilizes the following procedures for notification of bid opportunities: www.bidsync.com and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of

notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

1.41 DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

1.42 CONFIDENTIALITY

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

1.43 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all

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

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

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

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

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

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

said changes and in executing the activities required to implement said changes.

1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

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

1.45 PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Bidder may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

1.46 MANNER OF PERFORMANCE

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

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

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

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

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

F. The Bidder shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

1.47 INDEPENDENT CONTRACTOR

RELATIONSHIP

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

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

1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER

- A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to

such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.49 MUTUAL OBLIGATIONS

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

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

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

1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a

period of three (3) years from the expiration date of the Agreement and any extension thereof.

1.51 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

1.53 SEVERABILITY

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

1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation, or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such

individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.
- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination, which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

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

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
1. Stop work on the date specified in the notice ("the Effective Termination

Date").

2. Take such action as may be necessary for the protection and preservation of the City's materials and property.
 3. Cancel orders.
 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services.
 5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

1.55 EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
1. The Contractor has not delivered

Deliverables on a timely basis.

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel.
 3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services.
 4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
 5. The Contractor has failed to obtain the approval of the City where required by the Agreement.
 6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
 7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of

the Agreement.

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.56 REMEDIES IN THE EVENT OF DEFAULT

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

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

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

1.57 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third-party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made

against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade

secrets, patent rights, or other intellectual property rights in the performance of the Work.

1.58 PROPRIETARY RIGHTS

- A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

1.59 ELECTRONIC BIDDING

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, www.bidsync.com. Notices of Invitations to Bids (ITB) are sent by email to the selection of bidders who have fully registered with www.bidsync.com, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications, be provided to another e-mail address contact www.bidsync.com.

1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

1.61 NONDISCRIMINATION

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

of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

1.62 CONFLICT OF INTEREST

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
 - 1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with

the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency,

Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

- C. Represent, directly or indirectly, that any product or service provided by the Bidder, or such parties has been approved or endorsed by the City, except as may be required by law.

1.64 BANKRUPTCY

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

1.65 GOVERNING LAW/VENUE

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

1.66 SURVIVAL

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

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person

designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

1.68 PROHIBITION OF INTEREST

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

1.69 NO CONTINGENT FEES

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

1.70 E-VERIFY

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

1.71 FORCE MAJEURE

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

1.72 BUDGETARY CONSTRAINTS

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

1.73 ANNEXATION

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

1.74 SOVEREIGN IMMUNITY

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

1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum

Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

1.76 LIVING WAGES

If the total contract value exceeds \$50,000, unless specifically excluded by the provisions of Section 5-3 (Living Wage Requirements) of the City of North Miami Beach Code as amended by Ordinance, federal or state law, will apply. A copy of this Code Section may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3](#) A copy of the living wages to be paid by the contractor may be obtained online at [City of North Miami Beach Code of Ordinance Section 5-3.2](#) or by contacting the [City of North Miami Beach Human Resource Department](#).

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

1.77 LOCAL VENDOR PREFERENCE

Except where federal or state law mandates to the contrary, this preference shall apply to submittals received from Bidders that qualify, a preference of either ten (10) percent of the total evaluation points to be awarded, or within ten (10) percent of the total contract price, shall be given to a local business.

To satisfy this requirement, the business must submit Local Vendor Affidavit Form shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances. If the prime Bidder utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder must also submit Disclosure of Subcontractors Form with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The Bidder seeking local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City, by submitting supporting documentation. Failure to do so may result in being considered ineligible for local business preference.

1.78 COMMUNITY BENEFITS PLAN

If the total contract value exceeds \$250,000, unless specially excluded by federal or state law. The awarded Bidder may be asked to submit a Community Benefits Plan for approval by the City.

The Benefits Plan should identify the proposed benefits to the City submitted by the Bidder including, but not limited to, the creation of job opportunities for local vendors and residents, as described under Section 3-4.13 of the City Code of Ordinances. If requested by the City, the Benefits Plan shall be incorporated and become a part of the Agreement entered between the City and the awarded Bidder for this project.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 COMPETENCY OF PROPOSERS

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

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

2.2 PERFORMANCE OF SERVICES

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

2.3 METHOD OF AWARD

Award of this solicitation will be made to the highest ranked, responsive, responsible firm in accordance with Section 4.0.

No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter's surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.

City shall also have the right to conduct 'Responsibility Meetings' with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance, price, capability, technology, etc can be met and that the requirements and scope of the Contract work/services are clearly understood by both parties.

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

A. Pre-Bidding Procedure

All Bidders shall review all components of the solicitation inclusive of all attachments, exhibits, forms, diagrams, addendums, etc.

1. Bidders shall be responsible for visiting the sites and becoming familiar with all existing conditions affecting the work prior to bidding.
2. Bidders shall seek clarification prior to bidding of any questions concerning conditions, drawings, details and specifications that will affect submission of a complete and accurate bid. Submission of questions shall conform to the requirements set forth in the instruction to bidders.

Note: To be fully responsive, successful Proposer(s) shall complete ALL Bid Forms, Exhibits, and other Supplemental documentation as outlined and/or included within this solicitation packet.

2.4 MINIMUM QUALIFICATIONS AND EXPERIENCE

All proposers who provide School Zone Speed Detection Systems and Monitoring Program services that meet the terms and conditions of this solicitation are eligible. Proposers shall meet the following minimum qualifications to be considered.

- a) Proposer(s) shall be registered with the state of Florida (Sunbiz);
- b) Proposer(s) shall provide a valid Local Business Tax Receipt from Miami-Dade, Broward or Palm Beach counties;
- c) Proposer(s) shall state the length of time the company has been in business providing the services requested in this RFP.
- d) Proposer(s) shall describe the organization's qualifications and ability to provide the scope of services requested in this RFP including relevant prior experience;
- e) Proposer(s) shall provide at least three (3) clients/municipalities in the past three years to which Proposer's company both currently provides and has successfully provided a School Zone Speed Detection System and Monitoring Program. The list shall include: name of client, client contact information, scope of project, dates of installation and photos of work.

The City reserves the right to verify the information submitted by the Proposer and to request additional information, as it deems necessary to ascertain the Proposers' conformance to the minimum qualification requirements.

2.5 CONTRACT TERM

The City intends to issue a contract that shall be in effect for a one (1) year period from the date of an executed contract. The City may extend this contract for up to four (4) additional one (1) year periods at the same terms, conditions, and prices upon mutual agreement of both parties. The Proposer agrees to this condition by signing its proposal.

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

2.6 REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed to the Procurement Management Department by the deadline stated herein for receiving questions via the electronic bidding via e-mail at bids@citynmb.com.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all Proposers by written addenda. Failure of a Proposer to receive and/or acknowledge any addendum shall not release the Proposer from any obligations under this solicitation.

2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, Proposers shall notify the Procurement Department in writing at least ten (10) working days before the Solicitation opening, or at the pre-proposal conference, to allow sufficient time to resolve all discrepancies.

2.7 PROPOSER AS AN INDEPENDENT CONTRACTOR

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

2.8 PROTECTION OF PROPERTY

The Proposer shall take extra precautions to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

2.9 PROPOSER'S REPRESENTATIONS

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

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

2.10 PERSONNEL

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

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 **PURPOSE AND INTENT:**

The City of North Miami Beach (“City”) is seeking a qualified firm(s) (“Contractor”) to submit a Proposal for a School Zone Speed Detection System and Monitoring Program at multiple school zone areas within the City of North Miami Beach in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

3.2 **SCOPE OF WORK**

Qualified, experienced firms shall provide a proposal for the installation, maintenance and administration of a School Zone Speed Detection System (“the System”) and Monitoring Program for multiple school zones within the City. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

3.3 **SPECIFICATION REQUIREMENTS:**

The Contractor will provide and install all equipment and monitor camera for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collection

A. INSTALLATION & MAINTENANCE

- Firm shall be responsible for obtaining all necessary permits from FDOT, Miami-Dade County, and the City of North Miami Beach.
- Firm shall perform all necessary needs testing.
- Firm shall provide and installs all signage and equipment related to the program.
- Firm shall maintain all equipment, documentation, certifications, and permissions related to the program.
- The System must be fixed in the designated school zone locations. However, in addition the Firm shall provide options for mobile units.
- Firm shall be responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.

B. MONITORING & ADMINISTRATION

- Firm shall be responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- The System shall be programmable for the Miami-Dade school calendar, specific enforcement times, and variable speed thresholds.
- Programed enforcement times must be able to be modified within 24 hours’ notice to accommodate changes in active school zone times.
- System must provide traffic data for speed and volume based on time of day.
- System must manage multi-lane roads with high volumes of traffic.
- Firm shall solely manage the citation and notification process.
- Firm shall provide all necessary documentation of certifications, citations, and evidence needed for court hearings prior to hearing date.
- Firm shall have a point of contact available to the City Police Department staff.
- Firm shall provide the City with statistical data, citation reporting, court hearing reports, payment/collection reports.
- Firm shall provide knowledgeable Customer Service support for assistance with citations, payments, etc.

- Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

C. **TECHNOLOGY & TRAINING**

- The System must be a high-definition motion picture camera system that uses only infrared for lighting.
- Firm shall provide the Police Department with the ability to live stream video from the camera feeds.
- Firm shall provide software for the approval and management of citations, review of video.
- Firm shall provide Automated License Plate Readers (ALPRS) for each location.
- Firm shall provide software for accessing ALPR features.
- Firm shall provide system training to the police department at no cost.
- Firm shall provide the Police Department with the ability to review stored footage (minimum 45 days).
- Firm shall provide the City with the option and ability to merge ALPR data with existing software in use or may be in use in the future by the City (FLOCK, VIGILANT, and REKOR Recognition database systems).
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm shall provide any and all violators the ability to view a video clip in addition to a still photo of them committing a violation.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.

3.4 **PRICING MODELS & FEES**

Proposers shall provide multiple pricing models that showcase payment options that the City may choose from considering overall value and complexity of the Program.

All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Contractor. This system must be exclusively violator funded. The Contractor may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid.

Revenue Split Model: Payment or compensation is based on a percentage of the revenue generated from the Program.

Fixed Cost Model: The City agrees to pay a predetermined amount per citation and services, regardless of the actual costs incurred or the revenue generated by the project.

Hybrid Model: Combines elements of both fixed price and revenue split models, providing a balanced approach.

END OF SECTION

SECTION 4.0 PROPOSAL FORMAT

All documents and information must be fully completed and signed as required. To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized in the manner specified below.

Title Page, PAGE LIMIT: 1: Show the name of the Proposer 's agency/firm, address, telephone number, name of contact person, date, and the subject.

Table of Contents, PAGE LIMIT: 2: Include a clear identification of the material by section and by page number.

Cover Letter and Executive Summary, PAGE LIMIT 4: This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions, and commit the firm's resources. Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted.

The Proposer shall be required to always warrant and represent that during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services. Give the name of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

4.1 QUALIFICATIONS OF PROFESSIONAL PERSONNEL (20 POINTS)

Provide a description of the experience, professional qualifications, licensures, and other vital information, including relevant experience on previous similar projects, of all key employees and subcontractors who will be assigned to this project including partners, managers, supervisors, and seniors who will have primary responsibility over the School Zone Speed Detection System and Monitoring Program. This information shall include an Organization Chart, identifying the functions to be performed by key individuals.

4.2 PROJECT APPROACH (30 POINTS)

Provide the Proposer project plan, methodology, and recommended solutions in performing the services described in the Scope of Services with any exhibits or documentation deemed essential, addressing the following:

- Overall approach and methods to accomplish the proposed services;
- Working knowledge of the City of North Miami Beach
- Summarize other Proposer resources available to meet the City's needs;
- Provide information regarding any equipment, technology and proposed innovative concepts that may enhance value and quality of the proposed work;
- Describe the monitoring program, including notifications, citations, reporting, staffing, etc.
- Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.
- Describe the internal quality control programs currently in effect.

4.3 PAST PERFORMANCE – COMPANY PROFILE (25 POINTS)

Describe Proposer experience on projects of similar nature, scope, and duration, along with evidence of satisfactory completion, revenue and/or cost savings, for the past five (5) years; including:

- Provide a minimum of three (3) projects with references. Proposer should provide references for similar work performed to show evidence of qualifications and previous experience.
- Include a list of Florida government clients for the last five (5) years in which the Proposer was awarded. Provide the revenue generated and traffic trends for each entity listed.
- Describe any other experiences related to the work or services described in the Scope of Services, Section 3, and any other information which may be specific to the required services to be provided (e.g., software/hardware information, training, etc.).

4.4 EVALUATION OF PRICE PROPOSAL (25 POINTS)

Provide multiple pricing models that showcase payment options that the City may choose from considering overall value and complexity of the Program. Models should be clear and concise, with examples of how revenues are generated, fees are paid, fees are collected and the financial responsibilities of each party.

END OF SECTION

SECTION 5.0 EVALUATION CRITERIA

5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

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

5.2 REVIEW OF PROPOSALS FOR RESPONSIBILITY

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

5.3 EVALUATION CRITERIA

Proposals will be evaluated by a Committee who will score and rank Proposals on the criteria listed below. The Evaluation Committee will be comprised of appropriate City personnel and/or members of the community, as deemed necessary, with the appropriate experience and/or knowledge.

Award will be made to responsible firm possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The criteria are itemized below with their maximum scores for a maximum total of one hundred (100) points per proposal.

Evaluation Criteria	Max Points
a. Qualifications of Professional Personnel	20
b. Project Approach and Understanding	30
c. Past Performance – Company Profile	25
d. Price Proposal	25

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

5.4 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

5.5 PRICE EVALUATION

After the initial evaluation of the Proposals, the City will evaluate the price Proposals of those Proposers remaining in consideration. The price Proposal will be evaluated on how well it matches the Proposer's understanding of the City's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest-ranked Proposer. The City reserves the right to negotiate the final terms, conditions, and pricing of the contract as may be in the best interest of the City.

5.6 NEGOTIATIONS

Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter contract negotiations with the recommended Proposer or take such other actions in the best interest of the City.

5.7 CONTRACT AWARD

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

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Commission for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 4.0 BID SUBMITTAL – REQUIRED FORMS

NAME OF COMPANY:

(NAME OF COMPANY SUBMITTING BID)

SIGNATURE:
NAME TITLE DATE

Tax ID No.:

E-MAIL ADDRESS:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

Do you give prompt payment discounts?

Yes, Percentage of discount % Term No

I certify that this Bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to submit this Bid.

SECTION 7.0 REQUIRED FORMS

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

- 7.1 Drug Free Workplace Program
- 7.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 7.3 Indemnification Clause
- 7.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 7.5 Anti-Kickback Affidavit
- 7.6 Non-Collusive Affidavit
- 7.7 Bidder Questionnaire
- 7.8 E-Verify Affirmation Statement
- 7.9 Living Wage
- 7.10 Local Preference Affidavit

7.1 DRUG-FREE WORKPLACE PROGRAM

In order to have a drug-free workplace program, a business shall:

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

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

Name:

Title:

Date:

7.2 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

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

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

The State of Florida definition of "gifts" includes the following:

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

Plants, flowers or floral arrangements.

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

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

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

Name:

Title:

Date:

7.3 INDEMNIFICATION CLAUSE

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

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

Name:

Title:

Date:

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

By:

Name:

Title:

For: Legal business name:

Federal Employer I.D. no. (FEIN):

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____).

Whose business address is:

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers’ directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID

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

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

Name: []
Title: []
Date: []

7.5 ANTI-KICKBACK AFFIDAVIT

I, the undersigned, say that no portion of the sum herein bid will be paid to any employees of the City of North Miami Beach, 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.

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

Name: []
Title: []
Date: []

7.6 NON-COLLUSIVE AFFIDAVIT

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
c) Such Bid is genuine and is not collusive or a sham Bid;
d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives,

owners, employees or parties in interest, including this affiant.

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

Name:

Title:

Date:

7.7 BIDDER QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response.

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

- 1. Legal business name:
- 2. Doing Business As/Fictitious Name (if applicable):
- 3. Federal Employer I.D. no. (FEIN):
- 4. Dun and Bradstreet No.:
- 5. Website address (if applicable):
- 6. Principal place of business address:
- 7. Office location responsible for this project:
- 8. Telephone no.:
Fax no.:
- 9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify

10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name:

Title:

E-mail:

Telephone No.:

Name:

Title:

E-mail:

Telephone No.:

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

- a)
- b)
- c)
- d)

12. Affiliated Entities of the Principal(s): List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a)
- b)
- c)
- d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No

14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No

15. Specify the type of services or commodities your firm offers:

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

17. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No

18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with the City recorded as the original purchaser? The City reserves the right to verify prior to a recommendation of award. Yes No

19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No

20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No

21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No

22. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No

- 23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No

Questions 24 - 27 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

24. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet

- 25. Has your firm completely inspected the project site(s) prior to submitting response? Yes No
- 26. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

27. What equipment does your firm own that is available for this contract?

28. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this ITB. Please attach certificate of competency and/or State registration.

- 29. Firm has attached a current Certificate of Liability Insurance? Yes No

30. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Check one: Yes No

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. If any of the following references are inaccessible or not relevant, additional references may be requested by the City.

Reference 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

Reference 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates (Month and Year):

Contract Amount:

32. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

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

Name:

Title:

Date:

7.8 E-VERIFY AFFIRMATION STATEMENT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

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

Name:

Title:

Date:

5.9 LIVING WAGE

As applicable, Contractor/Proposer/Bidders acknowledges and agrees to provide Living Wage as set forth in Sec. 5-3.2 Living Wage in the City Code of Ordinances. A copy of this Code Section may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3 A copy of the living wages to be paid by the contractor may be obtained online at City of North Miami Beach Code of Ordinance Section 5-3.2 or by contacting the City of North Miami Beach Human Resource Department.

If the contract is for both goods and services, it shall apply only to the services portion of such contract. This requirement shall not apply to contracts which are primarily for the sale or leasing of goods.

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

Name:

Title:

Date:

5.10 LOCAL BUSINESS PREFERENCE AFFIDAVIT

SECTION 1: GENERAL TERMS

The evaluation of competitive bids is subject to Section 3-4.13 of the City of North Miami Beach Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami Beach (City) with a current city business tax receipt **and** certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation **AND**;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **AND**;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 3-4.13 of the City of North Miami Beach Code of Ordinances.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

Comparison of Qualifications: The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.

SECTION 2: AFFIRMATION

Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Proposer ineligible for Local Preference. The Bidder/Proposer must check the applicable box below.

Place a check mark here if the **Bidder/Proposer** meets the requirements listed below:

OR

Place a check mark here if the **Bidder/Proposer** is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City’s issuance of the Solicitation. ***(NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)***
- Has a physical business location/address located within the City’s limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

Bidder/Proposer Certification:

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City’s Procurement Management Division is for this public entity only. I also understand that I am required to inform the City’s Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:

Title:

Date:

Subcontractor Certification (if applicable):

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City’s Procurement Management Division is for this public entity only. I also understand that I am required to inform the City’s Procurement Management Division of any change in the information contained in this form or any attachments hereto.

Name:

Title:

Date:

NOTE: In the event that the Bidder/Proposer is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify above of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.

Question and Answers for Bid #RFP-24-048-SG - School Zone Speed Detection System and Monitoring Program

Overall Bid Questions

Question 1

Good day,
By anychance is there something wrong with SECTION_6_BID FORM_8387511.docx? It comes out distorted you can not see the questions and can not fill out the form.
Looking forward to hearing our options.
Thank you,
Minoo~ (Submitted: Jan 7, 2025 10:41:59 AM EST)

Answer

- PLEASE SEE REPLACEMENT FORM TITLED "SECTION 4 BID FORM". USE IN PLACE OF DISTORTED FILE (Answered: Jan 24, 2025 6:04:05 PM EST)