

## **Solicitation ITB-20-053-SG**

# **GENERATOR MAINTENANCE SERVICES**

**Bid Designation: Public**



**City of North Miami Beach**

## Bid ITB-20-053-SG GENERATOR MAINTENANCE SERVICES

Bid Number **ITB-20-053-SG**

Bid Title **GENERATOR MAINTENANCE SERVICES**

Bid Start Date **Jan 3, 2021 12:23:20 AM EST**

Bid End Date **Jan 14, 2021 2:00:00 PM EST**

Question & Answer End Date **Jan 8, 2021 3:00:00 PM EST**

Bid Contact **Sherece George**  
**Purchasing Agent**  
**305-948-2946**  
**Sherece.George@citynmb.com**

Bid Contact **Donna Rockfeld**  
**305-948-2946**  
**donna.rockfeld@citynmb.com**

Contract Duration **3 years**

Contract Renewal **2 annual renewals**

Prices Good for **Not Applicable**

Bid Comments **The City of North Miami Beach, Florida is seeking bids to provide preventative and on call generator maintenance at various facilities within the City of North Miami Beach.**

**SITE VISIT: There will be no official scheduled site visit to review the City's expectations for this project, the project background, or to discuss the overview of scope. It is recommended that all interested proposers visit the site at their own leisure. 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 Periscope Source at [www.bidsync.com](http://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. 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.**

### Item Response Form

Item **ITB-20-053-SG--01-01 - Group 1: NMB Public Works Department: BALDOR IDLC600-2MU - QUARTERLY SERVICE**

Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

BALDOR IDLC600-2MU  
 SN# P1103070001  
 600KW  
 CITY HALL

Item **ITB-20-053-SG--01-02 - Group 1: NMB Public Works Department: BALDOR IDLC600-2MU - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

BALDOR IDLC600-2MU  
 SN# P1103070001  
 600KW  
 à CITY HALL

Item **ITB-20-053-SG--01-03 - Group 1: NMB Public Works Department: CATERPILLER SR4 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
Police Department  
 16901 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATEPILLER SR4  
 SN3 5NA10159  
 500 KW  
 POLICE DEPARTMENT

Item **ITB-20-053-SG--01-04 - Group 1: NMB Public Works Department: CATERPILLER SR4 - ANNUAL SERVICE AND**

**FOUR HOUR LOAD TEST**

Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATEPILLER SR4  
 SN3 5NA10159  
 500 KW  
 POLICE DEPARTMENT

Item **ITB-20-053-SG--01-05 - Group 1: NMB Public Works Department: DETROIT DIESEL 300DS - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 300DS  
 SN3 602626  
 300KW  
 PSA

Item **ITB-20-053-SG--01-06 - Group 1: NMB Public Works Department: DETROIT DIESEL 300DS - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 300DS  
 SN3 602626  
 300KW  
 PSA

Item **ITB-20-053-SG--01-07 - Group 1: NMB Public Works Department: KOHLER 180REOZJG - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 180REOZJG  
 SN3 SGM3296C9  
 200KW  
 LIFT STATION TENNIS CENTER

Item **ITB-20-053-SG--01-08 - Group 1: NMB Public Works Department: KOHLER 180REOZJG - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 180REOZJG  
 SN3 SGM3296C9  
 200KW  
 à LIFT STATION TENNIS CENTER

Item **ITB-20-053-SG--01-09 - Group 1: NMB Public Works Department: DMT203359 -QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DMT203359

SN396-204359-1  
 100KW  
 OPERATIONS ADMIN OFFICES

Item **ITB-20-053-SG--01-10 - Group 1: NMB Public Works Department: DMT203359 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DMT203359  
 SN396-204359-1  
 100KW  
 & OPERATIONS ADMIN OFFICES

Item **ITB-20-053-SG--01-11 - Group 1: NMB Public Works Department: KOHLER 100RE02JF - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 100RE02JF  
 SN#GM81567-GA5  
 100KW  
 SANITATION

Item **ITB-20-053-SG--01-12 - Group 1: NMB Public Works Department: KOHLER 100RE02JF - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 100RE02JF  
 SN#GM81567-GA5  
 100KW  
 SANITATION

Item **ITB-20-053-SG--01-13 - Group 1: NMB Public Works Department: KOHLER 100RE02JF - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 100RE02JF  
 SN#SGM32LH9M  
 100KW  
 FLEET

Item **ITB-20-053-SG--01-14 - Group 1: NMB Public Works Department: KOHLER 100RE02JF - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 100RE02JF  
 SN#SGM32LH9M  
 100KW  
 & FLEET

Item **ITB-20-053-SG--01-15 - Group 1: NMB Public Works Department: POWER PROAIMON 5DG1005 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

POWER PROAIMON 5DG1005  
 SN#1536A60123  
 100KW  
 OPERATIONS/ PORTABLE

Item **ITB-20-053-SG-01-16 - Group 1: NMB Public Works Department: POWER PROAIMON 5DG1005 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

POWER PROAIMON 5DG1005  
 SN#1536A60123  
 100KW  
 OPERATIONS/ PORTABLE

Item **ITB-20-053-SG-02-01 - Group 2: NMB Water Department - Lot A: DETROIT DIESEL 2500DSE - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 2500DSE  
 SN#2163132  
 2.5 MEG  
 NORWOOD MEMBRANE PROCESS BLDG

Item **ITB-20-053-SG-02-02 - Group 2: NMB Water Department - Lot A: DETROIT DIESEL 2500DSE - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**



NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 2500DSE  
 SN#2163132  
 2.5 MEG  
 NORWOOD MEMBRANE PROCESS BLDG

Item **ITB-20-053-SG-02-03 - Group 2: NMB Water Department - Lot A: DETROIT DIESEL 2000DSE QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 2000DSE  
 SN#2121080  
 2 MEG  
 NORWOOD NORTH HIGH SERVICE PUMP BLDG

Item **ITB-20-053-SG-02-04 - Group 2: NMB Water Department - Lot A: DETROIT DIESEL 2000DSE - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

DETROIT DIESEL 2000DSE  
 SN#2121080  
 2 MEG  
 NORWOOD NORTH HIGH SERVICE PUMP BLDG

Item **ITB-20-053-SG--02-05 - Group 2: NMB Water Department - Lot A: MAGNAMAX 742RSL4050 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MAGNAMAX 742RSL4050  
 SN# WA-557927-0407  
 1.5 MEG  
 NORWOOD SOUTH HIGH SERVICE PUMP BLDG

Item **ITB-20-053-SG--02-06 - Group 2: NMB Water Department - Lot A: MAGNAMAX 742RSL4050 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MAGNAMAX 742RSL4050  
 SN# WA-557927-0407  
 1.5 MEG  
 â NORWOOD SOUTH HIGH SERVICE PUMP BLDG

Item **ITB-20-053-SG--02-07 - Group 2: NMB Water Department - Lot A: CATERPILLAR 3412 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR 3412  
 SN# AFR00987  
 750KW  
 PUBLIC SERVICES OPERATIONS PHASE 2 - STORAGE TANK BLDG

Item **ITB-20-053-SG-02-08 - Group 2: NMB Water Department - Lot A: CATERPILLAR 3412 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR 3412  
 & SN# AFR00987  
 750KW  
 PUBLIC SERVICES OPERATIONS PHASE 2 - STORAGE TANK BLDG

Item **ITB-20-053-SG-02-09 - Group 2: NMB Water Department - Lot A: CATERPILLAR LC6 - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR LC6  
 SN# G6B01688  
 500KW  
 WELLS 19,20,21 (Next to Parkway Elementary)

Item **ITB-20-053-SG-02-10 - Group 2: NMB Water Department - Lot A: CATERPILLAR LC6 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR LC6  
 SN# G6B01688

500KW  
WELLS 19,20,21 (Next to Parkway Elementary)

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Item **ITB-20-053-SG--03-01 - Group 2: NMB Water Department - Lot B: CATERPILLAR 3406 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR 3406  
 SN#1LS01402  
 300KW  
 NORWOOD PORTABLE 1

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Item **ITB-20-053-SG--03-02 - Group 2: NMB Water Department - Lot B: CATERPILLAR 3406 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CATERPILLAR 3406  
 SN#1LS01402  
 300KW  
 NORWOOD PORTABLE 1

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Item **ITB-20-053-SG--03-03 - Group 2: NMB Water Department - Lot B: MARATHON 363MSL1607-2 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MARATHON 363MSL1607-2  
 SN# MX184289-0912  
 300KW  
 NORWOOD PORTABLE 4

Item **ITB-20-053-SG-03-04 - Group 2: NMB Water Department - Lot B: MARATHON 363MSL1607-2 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**

NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MARATHON 363MSL1607-2  
 & SN# MX184289-0912  
 300KW  
 NORWOOD PORTABLE 4

Item **ITB-20-053-SG-03-05 - Group 2: NMB Water Department - Lot B: OLYMPIAN D100P4 - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**

NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162

**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

OLYMPIAN D100P4  
 SN# OLY00000D4P00674  
 300KW  
 NORWOOD PORTABLE 5

Item **ITB-20-053-SG-03-06 - Group 2: NMB Water Department - Lot B: OLYMPIAN D100P4 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**

NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

OLYMPIAN D100P4  
 â SN# OLY00000D4P00674  
 300KW  
 NORWOOD PORTABLE 5

Item **ITB-20-053-SG-03-07 - Group 2: NMB Water Department - Lot B: MARATHON 433P91 - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
     NMB Water  
     17050 NE 19th AVE  
     North Miami Beach FL 33162  
     **Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MARATHON 433P91  
 SN# 433P91  
 275KW  
 MASTER LIFT STATION #4

Item **ITB-20-053-SG-03-08 - Group 2: NMB Water Department - Lot B: MARATHON 433P91 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
     NMB Water  
     17050 NE 19th AVE  
     North Miami Beach FL 33162  
     **Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

MARATHON 433P91  
 â SN# 433P91  
 275KW  
 MASTER LIFT STATION #4

Item **ITB-20-053-SG-03-09 - Group 2: NMB Water Department - Lot B: KOHLER 150REOZJB - QUARTERLY SERVICE**  
 Quantity **3 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
     NMB Water  
     17050 NE 19th AVE  
     North Miami Beach FL 33162  
     **Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 150REOZJB  
 SN# 2022791  
 150KW  
 NORWOOD PORTABLE 3

Item **ITB-20-053-SG-03-10 - Group 2: NMB Water Department - Lot B: KOHLER 150REOZJB - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

KOHLER 150REOZJB  
 & SN# 2022791  
 150KW  
 NORWOOD PORTABLE 3

Item **ITB-20-053-SG-03-11 - Group 2: NMB Water Department - Lot B: OLYMPIAN D100P4 - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

OLYMPIAN D100P4  
 SN# OLY00000D4P00637  
 100KW  
 NORWOOD PORTABLE 2

Item **ITB-20-053-SG-03-12 - Group 2: NMB Water Department - Lot B: OLYMPIAN D100P4 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE

North Miami Beach FL 33162

**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

OLYMPIAN D100P4  
 SN# OLY00000D4P00637  
 100KW  
 NORWOOD PORTABLE 2

Item **ITB-20-053-SG--03-13 - Group 2: NMB Water Department - Lot B: CUMMINS DGDB-5771812 - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

Delivery Location **City of North Miami Beach**

NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162

**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CUMMINS DGDB-5771812  
 SN# H060959200  
 100KW  
 NORWOOD PORTABLE 6

Item **ITB-20-053-SG--03-14 - Group 2: NMB Water Department - Lot B: CUMMINS DGDB-5771812 - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**

Quantity **1 each**

Unit Price

Delivery Location **City of North Miami Beach**

NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162

**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

CUMMINS DGDB-5771812  
 & SN# H060959200  
 100KW  
 NORWOOD PORTABLE 6

Item **ITB-20-053-SG--03-15 - Group 2: NMB Water Department - Lot B: GENERAC RG06024JNAX - QUARTERLY SERVICE**

Quantity **3 each**

Unit Price

**\_\_\_\_\_**



Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 3**

**Description**

Bidders shall provide **quarterly** maintenance in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

GENERAC RG06024JNAX  
 SN# 9792150  
 25KW  
 LIFT STATION HOUSTONS#29

Item **ITB-20-053-SG--03-16 - Group 2: NMB Water Department - Lot B: GENERAC RG06024JNAX - ANNUAL SERVICE AND FOUR HOUR LOAD TEST**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
NMB Water  
 17050 NE 19th AVE  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidders shall provide **annual maintenance and four (4) hour load test** in accordance with Section 3.3.3 for the generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

GENERAC RG06024JNAX  
 & SN# 9792150  
 25KW  
 LIFT STATION HOUSTONS#29

Item **ITB-20-053-SG--04-01 - ADDITIONAL ITEMS: Hourly Rate Certified Factory Trained Generator Technician**  
 Quantity **1 hour**  
 Unit Price   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue  
 North Miami Beach FL 33162  
**Qty 1**

**Description**

Bidder(s) shall provide an hourly rate for a license/certified factory trained generator technician, inclusive of all labor, equipment use and travel time for emergency or on-call services.

Item **ITB-20-053-SG--04-02 - ADDITIONAL ITEMS: Equipment Markup Rate**  
 Quantity **1 each**  
 Percentage   
 Delivery Location **City of North Miami Beach**  
City of North Miami Beach  
 17011 NE 19th Avenue

North Miami Beach FL 33162

**Qty** 1**Description**

Enter a percent markup up to be applied to handling cost for parts. **DO NOT** enter a percentage greater than 10%. Bidders submitting a percent mark-up greater than 10% shall be deemed non-responsive. Bidders wishing to offer a 10% markup should enter 10 in the Percentage field. Bidders wishing to offer no markup should enter 0 in the Percentage field. **DO NOT** leave this field blank or your bid may be deemed non-responsive.

## 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.

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

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

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

**Change Order:** A written agreement executed by the 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.

**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.

**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 persons 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.

**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.

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](http://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](http://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. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to [bids@Citynmb.com](mailto: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](mailto: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

- A. 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, 3<sup>rd</sup> 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.

Procurement Management Division  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946  
Email: [bids@Citynmb.com](mailto:bids@Citynmb.com)

and,

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

### 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.

### 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 considered to 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 to perform the work at all locations (all Groups) in the aggregate. The City will award the contract to one Bidder for all the locations.

## 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 facsimile transmission and/or 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 per person and \$2,000,000 per occurrence. 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](http://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 or 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, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

#### **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 '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](http://www.bidsync.com). Notices of Invitations to Bids (ITB'S) 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](http://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.

**END OF SECTION**

## SECTION 2.0 SPECIAL CONDITIONS

### 2.1 COMPETENCY OF BIDDERS

Bids 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. Contract(s) will be awarded only to responsible and responsive Bidder(s) qualified by experience to do the work specified on a group-by-group basis when all items within the group are added in the aggregate.

The Bidder 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. Bidder shall be insured, licensed and certified by all applicable local, county, and state agencies.

### 2.2 PERFORMANCE OF SERVICES

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

### 2.3 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, with an initial three (3) year term and two (2) one year renewal options. This agreement shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

### 2.4 PRICING

Pricing shall be all-inclusive. Successful bidders shall include in their pricing all the labor specified below, performed according to the provisions of the contract, supplying all materials, supplies, permits and any other necessary services to complete the work. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

### 2.5 PRICE ADJUSTMENTS

Upon completion of the initial first year of the contract term and each subsequent year, the City may consider an adjustment to prices based on the most recent annual change in the following pricing index:

Consumer Price Index, All Goods and Services, All Items, Miami-Fort Lauderdale Area

It is the awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any successive contract year, the awarded Bidder's request for adjustment must be submitted at least thirty days prior to expiration of the current contract year. The adjustment requested shall not be in excess of the relevant pricing index change, and may not exceed three percent (3%). Any adjustment request received after the commencement of a new contract year will not be considered.

The City reserves the right to negotiate lower pricing for the new contract year based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the new contract year, based on the downward movement of the applicable index. The City will notify the awarded Bidder of any proposed reduction in pricing at least 30 days before the expiration of the current year.

The City reserves the right to reject any price adjustments requested by the awarded Bidder.



## 2.6 REQUESTS FOR INFORMATION

For information concerning specifications please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://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). Please note: 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 Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in [www.bidsync.com](http://www.bidsync.com) shall become part of any contract that is created from this ITB.

## 2.7 VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from ITB 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, bidders shall notify the Procurement Division in writing at least ten (10) working days before the Solicitation opening, or at the pre-Bid conference, to allow sufficient time to resolve all discrepancies.

## 2.8 VENDOR AS AN INDEPENDENT CONTRACTOR

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

## 2.9 PROTECTION OF PROPERTY

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

## 2.10 BIDDER'S REPRESENTATIONS

Bidder 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.

Bidder 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 Bidder.

## 2.11 PERSONNEL

The Contractor shall provide sufficient, competent, and physically capable personnel to perform all work in accordance with the conditions and specifications of the Contract. The Contractor must ensure adequate staffing levels for productivity and efficiency. The Contractor's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. Contractor's shall be equipped with all required safety gear to include but not limited to gloves, hard hat, fire resistant clothing, steel toe boots, etc. The City reserves the right to request the same of Subcontractors.

## 2.11 REQUIRED LICENSES / CERTIFICATIONS

Bidder must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida

at the time of Bid Submission. Contractor must have proper licensing and be able to provide evidence of the same, if requested at the time of award.

## **2.12 PROTECTION OF PROPERTY AND REPAIR OF DAMAGE**

Any damage to the property as a result of the performance of work by Contractor during the term of the contract shall be repaired or replaced in kind, and in a manner approved by the Project Manager. All work of this kind shall be performed by the Contractor at no cost to the City. Repairs shall be made immediately after damage or alteration occurs, unless otherwise directed.

Repairs to structures, equipment or facilities, which are damaged or altered by acts of God, vandalism, vehicular damage, theft, or undetermined causes, that do not result from the performance of work by Contractor, shall be repaired by the Contractor at the fixed hourly rate (not to exceed a three hour maximum), except where the specifications provide otherwise. Contractor shall notify the City Project Manager within twenty-four (24) hours, after discovery of any damage caused by accident, vandalism, theft, acts of God, or undetermined causes.

## **2.13 WARRANTY**

In addition to all other warranties that may be provided by the OEM, the Awarded Bidder shall warrant against defective materials and manufacturing defaults inclusive of parts and service for no less than twelve (12) months after the date of acceptance of the goods by the City. This warranty requirement shall remain in force for the full twelve (12) month period, including all parts and labor. Any payment made by the City for goods/services received from the Awarded Bidder, does not constitute a waiver of this warranty provision. Awarded Bidder shall acknowledge and agree that all parts and/or materials supplied by the Awarded Bidder in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. The City may require parts provided to be returned and/or replaced at the Awarded Bidder's expense, in the event the parts supplied to the City by the Awarded Bidder are found to be defective or do not

conform to specifications.

## **2.14 QUALITY CONTROL INSPECTIONS**

- **Maintenance Quality:** The quality objective of all services and materials provided by Contractor in accordance with conditions and specifications herein is to maintain each generator in optimum functionality and maintain compliance with all County and State codes.
- **Maintenance Standards and work methods:** All work shall be performed in accordance with the highest professional maintenance standards and techniques; in a thorough and skillful manner and under competent Contractor's supervision to the satisfaction of the City's Project Manager.
- **Inspections:** The Project Manager will provide continuing inspection of the sites throughout the contract to ensure compliance of minimum equipment, personnel, safety standards and all maintenance and services as specified in contract documents.

## **2.15 SCHEDULING**

The Project Manager will provide to the Contractor a generator maintenance schedule to include: a listing of all sites to be serviced, the start and end date of each cycle and the order in which the sites shall be serviced. This schedule is tentative and may be modified by the Contractor to ensure compliance and effective maintenance practices, with consent and approval of the project manager. If any unscheduled changes in the assigned schedule are required, the Contractor shall submit said changes to the Project Manager in writing five (5) working days prior to the start of the next service cycle for approval

## **2.16 FAILURE TO PERFORM & NON-PAYMENT**

The Contractor shall be liable for failure to meet all contractual requirements as listed on this solicitation. In the event that the Contractor fails to perform the scope of work as specified throughout this solicitation, the

Contractor shall be notified in writing of the deficiencies and given reasonable time cure. In the event the deficiencies are not corrected before the start of the next cycle, the entire sites's payment will be deducted from that cycles invoice.

**END OF SECTION**

#### **2.17 ADDITIONAL / REMOVAL OF SITES & SERVICES**

It is hereby agreed and understood that the City reserves the right to add or delete similar or additional services, equipment and sites. The awarded Contractor shall be invited to submit price quotes. If the proposed prices are determined to be fair and reasonable, then the additional work will be awarded to the currently awarded Contractor. The City also reserves the right, as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any Contractor, or perform the work with its own employees.

#### **2.18 ADDITIONAL FACTORS**

Contactors shall not work or perform any operations during inclement weather. In the event of a severe flood warning, tropical storm warning, or a hurricane warning; the Contractor may submit a written request for additional time to complete scheduled work. Contractor shall recognize that during the term of the contract, other activities and operations may be conducted by the City work forces and other Contractor, which may alter the assigned schedule

#### **2.19 CLEAN UP**

Proposer shall remove and dispose of any materials or debris resulting from work performed. All debris shall be disposed of properly in designated receptacles or hauled away accordingly.

Exposed metal shall be polished, glass shall be cleaned, surrounding structures affected or damaged during completion of this project shall be restored to an equal or better condition. Proposer's equipment and surplus material shall be removed from site.

### **3.1 PURPOSE AND INTENT**

The City of North Miami Beach, Florida ("City") is seeking bids to provide preventative and on call generator maintenance at various facilities within the City.

The intent of this Solicitation is to contract with a suitably qualified and experienced firm to perform Comprehensive Generator Maintenance Services for the City of North Miami Beach. The awarded Bidder must have the capacity and capability to service the City's standby power generation systems

Award of this solicitation will be made to the single lowest priced responsive, responsible Bidder who meets the minimum qualifications as outlined in Section 3.4 of this solicitation and submits an offer for all items listed in this solicitation. If a Bidder fails to submit an offer for all line items, the offer may be rejected.

### **3.2 DESCRIPTION OF CITY OF NORTH MIAMI BEACH**

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90<sup>th</sup> Anniversary in 2016.

### **3.3 SCOPE OF SERVICES**

Furnish labor, technicians, materials, and all MRO supplies to perform comprehensive generator maintenance service on the generating systems listed and as per the frequencies and specifications detailed in the Statement of Work of this Invitation to Bid.

All maintenance and inspection services must be completed in accordance to NFPA (National Fire Protection Association) 110, Standard for Emergency and Standby Power Systems, effective February 2019 and shall be updated as new standards become available. All City generators are classified as Level 2 under NFPA 110 standards. (Chapter 4.4.2)

The standards and testing frequencies established in the Invitation to Bid are the requirements the awarded Bidder shall perform, irrespective of whether they are more stringent than those established by the NFPA.

#### **3.3.1 GENERATORS TO BE SERVICED**

The generators to be serviced under this contract are identified in Exhibit A, Generator Identification and Location. Bidders shall provide pricing for each generator listed, inclusive of all labor (maintenance and inspection procedures), equipment use, travel time, and any other element of cost or price.

**Exhibit A**

<b>GROUP 1: NMB PUBLIC WORKS</b>			
<b>GENERATOR</b>	<b>SERIAL #</b>	<b>SIZE</b>	<b>LOCATION</b>
BALDOR IDLC600-2MU	P1103070001	600KW	CITY HALL
CATEPILLER SR4	5NA10159	500 KW	POLICE DEPARTMENT
DETROIT DIESEL 300DS	602626	300KW	PSA
KOHLER 180REOZJG	SGM3296C9	200KW	LIFT STATION TENNIS CENTER
DMT203359	96-204359-1	100KW	OPERATIONS ADMIN OFFICES
KOHLER 100RE02JF	GM81567-GA5	100KW	SANITATIONS
KOHLER 100RE02JF	SGM32LH9M	100KW	FLEET
POWER PROAIMON 5DG1005	1536A60123	100KW	OPERATIONS/ PORTABLE

<b>GROUP 2: NMB WATER</b>				
	<b>GENERATOR</b>	<b>SERIAL #</b>	<b>SIZE</b>	<b>LOCATION</b>
LOT A	DETROIT DIESEL 2500DSE	2163132	2.5 MEG	NORWOOD MEMBRANE PROCESS BLDG
	DETROIT DIESEL 2000DSE	2121080	2 MEG	NORWOOD NORTH HIGH SERVICE PUMP BLDG
	MAGNAMAX 742RSL4050	WA-557927-0407	1.5 MEG	NORWOOD SOUTH HIGH SERVICE PUMP BLDG
	CATERPILLAR 3412	AFR00987	750KW	PUBLIC SERVICES OPERATIONS PHASE 2 - STORAGE TANK BLDG
	CATERPILLAR LC6	G6B01688	500KW	WELLS 19,20,21 (Next to Parkway Elementary)
LOT B	CATERPILLAR 3406	1LS01402	300KW	NORWOOD PORTABLE 1
	MARATHON 363MSL1607-2	MX184289-0912	300KW	NORWOOD PORTABLE 4
	OLYMPIAN D100P4	OLY00000D4P00674	300KW	NORWOOD PORTABLE 5
	MARATHON 433P91	433P91	275KW	MASTER LIFT STATION #4
	KOHLER 150REOZJB	2022791	150KW	NORWOOD PORTABLE 3
	OLYMPIAN D100P4	OLY00000D4P00637	100KW	NORWOOD PORTABLE 2
	CUMMINS DGB-5771812	H060959200	100KW	NORWOOD PORTABLE 6
	GENERAC RG06024JNAX	9792150	25KW	LIFT STATION HOUSTONS#29

**3.3.2 NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS**

The work contemplated under the contract resultant from this Solicitation must meet the standards established under NFPA 110. The City's expectations are that the awarded Bidder shall have the staffing, qualifications, equipment, and experience to perform the work on the generator systems to meet NFPA 110 for Level 2 emergency power generator systems.

By submitting a bid in response to this Solicitation, Bidders are attesting that they can and will perform the work to meet the requirements of the NFPA 110 Standard.

The standards established in NFPA 110 for Level 2 power generator systems are incorporated into this Solicitation by reference.

### **3.3.3 ROUTINE PREVENTATIVE MAINTENANCE SERVICE**

The Awarded Bidder shall provide from the date of acceptance, full onsite routine preventative maintenance for generators housed at the locations listed in Exhibit A. All maintenance shall be provided per OEM standards and be performed by a factory trained certified representative. Routine preventative maintenance shall include a thorough inspection of the generators inclusive of all its' components and will undergo a full assessment to ensure optimum functionality.

The Awarded Bidder shall inspect and maintain optimum functionality for each generator and associated equipment on a quarterly, annually and emergency basis.

#### **A. QUARTERLY SERVICE AND PERFORMANCE INSPECTION**

Every 3 months (quarterly), except as otherwise indicated, the Awarded Bidder shall perform the following minimum services and inspections for each generator system.

##### **1. BATTERY**

- Check charger and gauges
- Inspect racks, mountings, and casings
- Inspect cabling condition
- Inspect connections and clean
- Check electrolyte levels and fill Load test
- General overview visual check
- Document and log all findings

##### **2. COOLANT SYSTEM**

- Test coolant protection levels (bi-annual)
- Inspect hoses
- Inspect for leaks Inspect radiator cap
- General overview visual check
- Document and log all findings

##### **3. ENGINE**

- Inspect belts and tension
- Inspect and lubricate all governor linkage
- Adjust governor linkage (as needed)
- Test starter operation
- Check engine block heater operation
- Check of all gauges and meters
- Inspect crankcase breather and clean (as needed)
- General overview visual check
- Document and log all findings

##### **4. GENERATOR**

- Check unit voltage and adjust
- Check frequency of output voltage and adjust

- Check exciter rotor
- Clean/Inspect DC commutator and slip rings (as applicable)
- Inspect all cabling connections
- Check for any bearing, grinding, or arcing
- Foreign debris check
- Test no load operation
- Test operation with building load
- Check control panel operation
- General overview visual check
- Document and log hour meter/run time

#### 5. TRANSFER SWITCH

- Check of all gauges and meters
- Test all alarms and auto shutdowns
- Inspect all safety switches
- Check the exerciser clock operation
- Check wiring and connectors
- Check relays and controls
- Transfer Test (bi-annual)
- General overview visual check
- Document and log all findings

#### 6. GENERAL

- Inspect condition of all mountings Inspect weather protection
- Inspect/check safety shutdown devices
- Inspect/adjust locks, latches, and weather seals
- Check fans dampers and louvers
- General overview visual check
- Document and log all findings
- Water and sediments fuel test (visual)

NOTE: The testing on fuel shall be only for water and sediment. Full slate testing is not required.

### **B. ANNUAL SERVICE AND PERFORMANCE INSPECTION**

The Annual Service and Performance Inspection includes all items in the Quarterly Services, Performance Inspections and Four-Hour Load Bank Testing, plus the following items listed below:

1. Change oil
2. Change oil filters
3. Lube grease fittings
4. Change fuel filters
5. Bleed fuel system
6. Change coolant filters
7. Change air filters (only if necessary, after inspection)
8. Take oil sample for lab testing
9. Take fuel sample for lab testing

Note: All filters are to be estimated and included in the bid price.

### **C. FOUR (4) HOUR LOAD BANK TEST**

Every year (annual), the awarded Bidder shall perform a load bank test on all the generators covered by this Contract. The load bank test shall be reported with 15 minutes readings attesting to the following:

1. Clean out exhaust piping to prevent wet stacking
2. Determination cooling system efficiency
3. Identifies problematic leaks in the lubrication system
4. Ensures that the voltage and frequency is stable
5. Tests the complete fuel system
6. Evaporates moisture from windings and other components
7. Tests overall condition of the excitation system
8. Tests governors and controllers under load
9. Reseats piston rings and other engine components
10. Cleans out unburned product on valves, turbochargers and manifolds
11. Overall assurance that the unit will function when needed
12. Document and log all findings

#### **3.3.4 SCHEDULED MAINTENANCE VISITS**

The Awarded Bidder shall be complete maintenance on a quarterly (3) and annual (1) basis; a total of four (4) visits per listed generator, unless otherwise specified by the City. Maintenance visits shall be pre-scheduled and feasible for the City.

Hours of Work: Routine preventive maintenance services shall be provided during working hours Monday through Friday, 8:00am to 3:00pm (excluding holidays).

In the event a prescheduled maintenance visit is cancelled by the Awarded Bidder, it is the responsibility of the Awarded Bidder to schedule a new visit for no less than twenty-four (24) hours from the day of the cancelled visit. The City reserves the right to cancel or reschedule a pre-schedule maintenance visit by notifying the Awarded Bidder in writing twenty-four (24) hours prior to original service date.

#### **3.3.5 MAINTENANCE, REPAIR, AND OPERATING SUPPLIES**

The awarded Bidder shall be responsible for providing all OEM maintenance, repairs, and operating (MRO) supplies to perform the work required under the contract. All replacement parts shall be OEM (Original Equipment Manufacturer) parts with the exception of certain belts, filters, fittings, and hoses, as long as a quality name brand part is used and an existing **generator warranty does NOT prohibit** the use of aftermarket parts. In such cases, direct replacement or 'equal to' equipment shall be used upon authorization of a North Miami Beach representative.

All maintenance and inspection services must be completed at minimum, in accordance to NFPA (National Fire Protection Association) 110, Standard for Emergency and Standby Power Systems, effective February 2019 and shall be updated as new standards become available. All City generators are classified as Level 2 under NFPA 110 standards. (Chapter 4.4.2)



The standards and testing frequencies established in the Invitation to Bid are the requirements the awarded Bidder shall perform, irrespective of whether they are more stringent than those established by the NFPA.

### **3.3.6 UNFORESEEN OR EMERGENCY REPAIRS**

If upon quarterly or annual routine inspection of the generator(s) (including its' components and functionalities), a need for repair is identified, the Awarded Bidder shall notify the City in writing and provide estimate for the needed repairs to include materials & labor. The repair must be approved by the City before the Awarded Bidder can proceed with any needed repairs that are not part of the preventative maintenance and inspection fees.

### **3.3.7 PURCHASE OF PARTS AND OTHER MATERIALS FOR EMERGENCY REPAIRS**

The City may request that the awarded Bidder purchase a part or equipment to repair a generator, when such purchase will expedite the repairs to the generator. In such instances, the awarded Bidder shall have the right to charge a Handling Fee of no more than ten percent (10%) of the cost of the part or equipment. This Handling Fee shall not be applicable to labor or other charges on the awarded Bidder's invoice. The City may request a copy of the awarded Bidder supplier's invoice to verify the price of the part or equipment. The awarded Bidder shall have a contractual responsibility to obtain fair market pricing for repairs and parts. Parts and components shall be warranted for a minimum of twelve (12) months.

### **3.3.8 ON CALL MAINTENANCE AND RESPONSE TIME**

In addition to scheduled maintenance, the City may make 'service calls' to the Awarded Bidder to rectify any malfunctions that hinder the City's ability to maintain full service of the generators. The Awarded Bidder shall troubleshoot and diagnose the generator prior to the start of any repairs. Once repairs are discussed and approved by the City, the Awarded Bidder may commence all work. Labor is billed at an hourly rate and shall be deemed to provide full compensation to the Awarded Bidder for labor, equipment use, travel time, and any other element of cost or price. All the materials shall be provided at cost with no markup. Invoices shall be submitted with proof of actual materials cost. The Awarded Bidder shall coordinate directly with the City to schedule all jobs: visits, repairs, and materials to be delivered.

On call maintenance service response time shall be no greater than one (1) hour from the initial 'service call', during regular operating hours by way of return phone call or email. Subsequently, scheduling a time to perform troubleshooting and/or repairs on site no later than twenty-four (24) hours from the initial 'service call'. On call maintenance services shall be provided during working hours Monday through Friday, 8:00am to 3:00pm (excluding holidays). The City reserves the right to deem a Bidder non-responsible as a vendor, if the Bidder is unable to respond to a City emergency request within a two hour maximum.

### **3.3.9 REPORTING**

The Awarded Bidder shall provide written reports, work orders, and/or logs each time a generator is serviced or repaired. Reporting of all maintenance performed shall include: inspection checklist, engine conditions, and other details. Additionally, the estimated times and costs of any repairs or adjustments needed that are outside the scope of this agreement shall be noted. Reports and/or work orders must accompany each invoice. This documentation must be sent electronically via email to the designated email recipient provided by the City. This information shall be provided in a format that is acceptable to the City and shall contain the names and signatures of the attending technicians or subcontractors. All documentation is to be left in a secure location at each individual facility. The log is to be available at any time for inspection by fire inspectors and Fire Department personnel.

### **3.3.10 HURRICANE SEASON AND DISASTER MANAGEMENT**

The awarded Bidder shall be available to respond to the City, as soon as its employees may safely do so, during the hurricane season from June to November each year, or for any other storm-related event, whether for an emergency or not, and must also be available to participate in any City organized disaster-preparation activities when so requested.

### **3.4 QUALIFICATIONS OF AWARDED BIDDER INCLUDING EXPERIENCE**

Bidders must meet the following qualifications to be considered for award.

#### ***A. Group 1: NMB Public Works Department***

1. Bidder(s) must possess a valid State of Florida or Local Government Electrician License/Certification and a Generator Technician Certification.
2. Bidder(s) must be factory trained original equipment manufacturer (OEM) generator technicians, and provide a copy of the OEM certification or manufacturer letter proving such certification is valid.
3. Bidder(s) must submit a valid Local Business Tax Receipt
4. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided generator maintenance services similar to the scope of services being requested including the manufactured make/model and capacity. References shall be from a governmental agency, healthcare system, or the like similar in size, generator type and capacity.

#### ***B. Group 2: NMB Water Department***

1. Bidder(s) must possess a valid State of Florida or Local Government Electrician License/Certification and a Generator Technician Certification.
2. Bidder(s) must be factory trained, original equipment manufacturer (OEM) generator technicians, and provide a copy of the OEM certification or manufacturer letter proving such certification is valid.

3. Bidder(s) must provide current letters from manufacturers of industrial generators of a minimum of 2.5 Meg or 2500 KW in size. Manufacturer letter shall be on the manufacturer's letterhead, designating the bidder as a certified representative able to provide generator maintenance services for large capacity industrial generators to include: repairs, inspections, testing, etc. The manufacturer letter shall be dated within six (6) months of the bid submittal and it shall be signed by an authorized manufacturer's representative. All manufacturer letters must indicate the vendors' ability to provide the requested services in whole to determine the qualifying Group.

- a. Manufacturers may include Detroit Diesel, Caterpillar, Generac, Kohler, Cummins, or other "Equal To" manufacturer brands. The City reserves the right to request additional license/certifications from bidder's staff or a complete list of specialty equipment required to perform maintenance services for large capacity industrial generators.

4. The Awarded Bidder must submit a valid Local Business Tax Receipt

5. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided large capacity industrial generator maintenance services similar to the scope of services being requested including the manufactured make/model and capacity. References shall be from a governmental agency, healthcare system, or the like similar in size, generator type and capacity.

**SECTION 4.0 BID SUBMITTAL – REQUIRED FORMS**

**NAME OF COMPANY:**

[Text Box]  
(NAME OF COMPANY SUBMITTING BID)

SIGNATURE: [Text Box] [Text Box] [Text Box]  
NAME TITLE DATE

Tax ID No.: [Text Box]

E-MAIL ADDRESS: [Text Box]

ADDRESS: [Text Box]

TELEPHONE NO.: [Text Box]

FAX NO.: [Text Box]

Do you give prompt payment discounts?

Yes, Percentage of discount [Text Box] % Term [Text Box]  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 5.0 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.

- 5.1 Drug Free Workplace Program
- 5.2 Solicitation, Giving, and Acceptance of Gifts Policy
- 5.3 Indemnification Clause
- 5.4 Sworn Statement pursuant to section 287.133(3)(a) Florida Statutes on Public Entity Crimes
- 5.5 Anti-Kickback Affidavit
- 5.6 Non-Collusive Affidavit
- 5.7 Bidder Questionnaire

**5.1 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:

**5.2 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:

**5.3 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:

#### 5.4 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:

**5.5 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:

**5.6 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:

**5.7 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  Yes  No

sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company.

- 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:

## 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 per person and \$2,000,000 per occurrence. 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.

**SECTION 6.0 SAMPLE AGREEMENT (DO NOT COMPLETE)**

**AGREEMENT No. Bid Number  
BETWEEN THE CITY OF NORTH MIAMI BEACH AND  
(VENDOR NAME)**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, **2020**, by and between **(Vendor Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Vendor Address)** (hereinafter referred to as the "CONTRACTOR"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19<sup>th</sup> Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "CITY"),

**RECITALS**

**WHEREAS**, the CONTRACTOR has offered to provide the services and to be bound by the terms and conditions of the **Invitation to Bid (ITB) No. Bid Number (Solicitation Title)** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

**WHEREAS**, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

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

**Additional Terms and Conditions****SECTION 1. TERM.**

1.1 This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Invitation to Bid, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Bidding firms shall provide timelines within their bid packages outlining investment, project and revenue milestones as applicable.

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

**SECTION 2. PROMPT PAYMENT ACT.**

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

**SECTION 3. NOTICE.**

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: **City Manager’s Office**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2900  
Facsimile No. (305) 957-3602

**Office of the City Attorney**  
City of North Miami Beach  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, Florida 33162  
Telephone No. (305) 948-2939  
Facsimile No. (305) 787-6004

CONTRACTOR: **VENDOR NAME**  
Attn: \_\_\_\_\_  
Vendor Address  
Telephone No. (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
Email: \_\_\_\_\_

**SECTION 4. MODIFICATION.**

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

**SECTION 5. INDEPENDENT CONTRACTOR**

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



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

#### **SECTION 6. INDEMNIFICATION.**

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

#### **SECTION 7. GOVERNING LAW.**

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

#### **SECTION 8. RECORDS.**

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

#### **SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.**

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

#### **SECTION 10. PUBLIC RECORDS/CONSULTANT PUBLIC RECORDS RESPONSIBILITIES.**

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work

product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

**10.2 CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (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).**

**SECTION 11. SOVEREIGN IMMUNITY.**

11.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**SECTION 12. ORDER OF PRECEDENCE**

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

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CONTRACTOR**

**CITY OF NORTH MIAMI BEACH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Approved as to form and legal sufficiency:

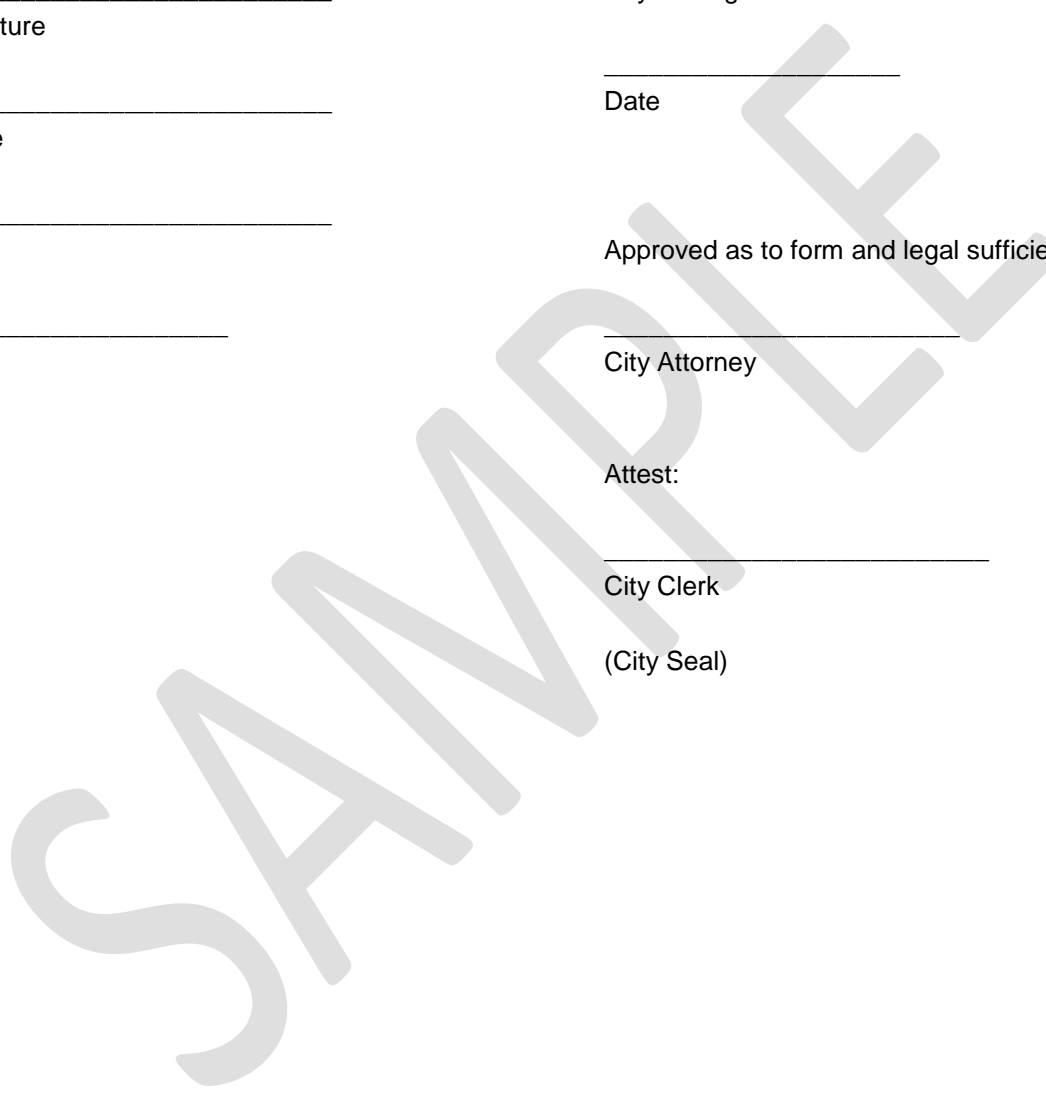
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

(City Seal)



**Question and Answers for Bid #ITB-20-053-SG - GENERATOR MAINTENANCE SERVICES****Overall Bid Questions****Question 1**

4 Hour Load Banks

Q- Are any of the City owned generators 4160 volt?

Q- Can the Load banks be performed during the day/Normal Business Hours or do they have to be performed after hours or weekends? **(Submitted: Jan 4, 2021 6:43:36 PM EST)**

**Answer**

- Q- Are any of the City owned generators 4160 volt?

A - There are no 4160 Volt generators owned by the City.

Q- Can the Load banks be performed during the day/Normal Business Hours or do they have to be performed after hours or weekends?

A - Load Bank testing for All NMB Water and NMB Public Works generators must be done during regular business hours: 8am - 3pm M-F. However Load Bank testing for the NMB City Hall Generator may be done on weekends with prior approval. **(Answered: Jan 5, 2021 9:50:38 AM EST)**

**Question 2**

Lot B

Norwood Portable # 5 generator description says its a Model D100P4 but the size of the generator says it's a 300kW. Is that correct? **(Submitted: Jan 4, 2021 6:56:08 PM EST)**

**Answer**

- \*CORRECTION\*Please be advised: Norwood Portable #5: Olympian D100P4 is 100KW. **(Answered: Jan 5, 2021 9:50:38 AM EST)**