

INVITATION TO BID
BUS STOP AND STREET SIGNAGE

ITB No. 2016-18



The Town of Miami Lakes Council:

Mayor Michael A. Pizzi, Jr.
Vice Mayor Timothy Daubert
Councilmember Manny Cid
Councilmember Tony Lama
Councilmember Ceasar Mestre
Councilmember Frank Mingo
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Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: December 22, 2015

CLOSING DATE: January 15, 2016

BUS STOP AND STREET SIGNAGE

ITB 2016-18

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ATTACHMENTS (Separate PDF Files)

Attachment “A” Bus Stop Signage Pictorial

Attachment “B” Bus Stop Locations “Moover” Map

Attachment “C” Bus Stop Signage Installation Conditions

Attachment “D” Finial / Street Signage Design

Attachment “E” MUTCD Standard Signs

Attachment “F” Installation Detail for Single Column Ground Signs

Attachment “G” Town of Miami Lakes Brand Standards Manual

SECTION 1
NOTICE TO BIDDERS
TOWN OF MIAMI LAKES
BUS STOP AND STREET SIGNAGE
ITB 2016-18

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for Bus Stop and Street Signage. Bidders are to submit three (3) Bid packages, with one (1) original signed in blue ink together with two (2) duplicate copies of the signed original and a PDF copy of the original Bid on a CD-ROM or flash drive. **Sealed Bids, including the CD-ROM or flash drive must be received by the Town of Miami Lakes, Town Clerk's Office at 6601 Main Street, Miami Lakes, Florida by 2:00 P.M. on January 15, 2016.**

Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, grounding, and services necessary for final design, fabrication, delivery, and installation of Bus Stop Signs and Street Signs. This solicitation contains needs for two separate sign programs. Bidders may bid on one or both bid items as follows:

- **Part "A":** The new Miami Lakes Moover public transportation system includes approximately 44 Bus Stops, with most sites requiring sod/earth installation. The Work includes fabrication and installation of Bus Stop signs, finials with Town seal plate, sign posts and acrylic map insert in accordance with the scope of services herein and Attachments "A-D", "F" & "G".
- **Part "B":** Furnish signage items such as blades, finials, Town seal plate and sign posts in accordance with the scope of services herein and Attachment "D" on an as-needed basis. Pricing for Standard MUTCD Signage per Attachment "E" is also included on an as-needed basis. Installation of the signs in accordance with Attachment "F" is an optional service under the contract.

Minimum Qualification Requirements:

The Bidder must have been in business under its current business name for at least the past five (5) years. Signs fabricated by the Bidder must be currently installed at three (3) verifiable projects/contracts within the past five (5) years for different public entities or companies. The Signs must be of a similar size, scope and complexity as to those required under this ITB.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience in instances where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. This is the sole exception to the experience requirement.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the Project may be directed exclusively via e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. **It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the Town's Procurement webpage for updates and the possible issuance of addenda.**

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Acceptance means the date of the Signage is accepted after delivery or if installation is required then the date after acceptance of the Installation of the Sign.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm incorporated or unincorporated business entity, acting directly or through an authorized representative, tendering a Submittal in response to this solicitation.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work. A Change Order must comply with the Contract Documents.

Contract or Contract Documents means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of the award by the Town as well any addendum, clarifications, directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Days mean calendar days unless otherwise specifically stated in the Contract Documents.

Final Acceptance means the date subsequent to the date of delivery when all of the Work (issued under a Work Order) has been completed and accepted by the Town.

Project Manager means the individual assigned by the Town Manager to manage the Contract.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, perform work under the Contract, but does not include one who merely furnishes materials.

Submittal means the documents submitted by the Bidder in response to this ITB.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work as used herein refers to all reasonably necessary and inferable work required by the Contract including all other labor, materials, equipment and work provided or to be provided by the Contractor to fulfill its obligations.

2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of documents. All of the forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section 1. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors,

corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

2.3 PREPARATION OF BID

Bidder must provide prices for all line items within a respective Bid Item grouping. The Bid Form consists of the following Bid Items:

- **PART A: Bid Item "A"** Furnish and Install Bus Stop Signage (with Replacement Signage Pricing)
- **PART B: Bid Item "B"** Furnish Street Signage Items and Standard MUTCD Signs (with Installation Option Pricing as "B2")

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms will not be considered for award under this ITB. A joint venture applies where two companies join to form a new legal company for purposes of submitting a bid via the new company.

2.4 BID PREPARATION AND RELATED COSTS

All costs involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith are the sole responsibility of the Bidder. No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town bears no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.5 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work and provide the Equipment.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract and that without exception, the Bid is premised upon performing and furnishing the Equipment required under the Contract and that the Contract are sufficient in detail to indicate and convey understanding of all terms and conditions for performance of the Work.

2.6 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, drawings, or specifications must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website.

Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda are binding. Oral and other interpretation or clarifications will be without legal effect.

2.7 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

2.8 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids or portions of any Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price will prevail over the extended value.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after the Bid opening date. A Bidder may not withdraw its Bid unilaterally before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.9 WITHDRAWAL OF BID

A Bidder may withdraw its Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.10 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder.

2.11 AWARD OF CONTRACT

The Award of the Contract will be to the lowest responsive and responsible Bidder, as determined by the Town after determining which options or alternatives the Town will select. The Town, at its sole discretion, will determine if it will award the Option for installation under Part B. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-issue the ITB.

2.12 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have either worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

2.13 BIDDER IN ARREARS OR DEFAULT

Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. Bidder further warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and must inform the Town of any change during the term of the Contract.

2.14 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

2.15 CONFLICT OF INTEREST

Bidder must complete Affidavit COI certifying that its Bid Submittal is made independently of any assistance of participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

END OF SECTION

SECTION 3
GENERAL TERMS AND CONDITIONS

3.1 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the signs to be provided, in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town has no duties other than those duties and obligations expressly set forth within the Contract.

3.2 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract.

3.3 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov
(305) 364-6100

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
fabrikantg@miamilakes-fl.gov
(305) 364-6100

For Contractor:

(To Be Determined)

Intentionally Left Blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

3.4 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

- Revisions and Change Orders to the Contract will govern over the Contract.
- The Contract Documents will govern over the Contract.
- The Special Conditions will govern over the General Conditions of the Contract.
- Addendum to an ITB will govern over the ITB.

3.5 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor must defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.6 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage must be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess

of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. The policies must include:

 - 1) Waiver of subrogation
 - 2) Statutory State of Florida
 - 3) Limit of Liability
- b. Employer's Liability:** Limit for each bodily injury by an accident must be \$300,000 policy limit for each accident, per employee, including bodily injury caused by disease.
- c. Comprehensive Business Automobile and Vehicle Liability Insurance:** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- d. Commercial General Liability ("CGL"):** This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

 - 1) Products and/or Completed Operations for contracts with an Aggregate Limit of \$300,000 for the term of the Contract. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - 2) Personal and Advertising Injury with an aggregate limit of \$300,000.
 - 3) CGL Required Endorsements
 - Employees included as insured
 - Contingent Liability/Independent Contractors Coverage
 - Contractual Liability

- Waiver of Subrogation
- Premises and/or Operations
- Loading and Unloading

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

e. Certificate of Insurance: Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

f. Additional Insured: The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor is responsible for the payment of any deductible or self-insured retention in the event of any claim.

3.7 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of the Services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

3.8 SAFETY PRECAUTIONS

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work. Contractor must comply with the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor must comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

3.9 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning the Equipment furnished, will be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

3.10 SUBCONTRACTORS

The Contractor must not subcontract any of the Work to be performed under this Contract, except for the Installation of the Signage, without the prior written approval of the Project Manager.

3.11 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the Contract Documents.

The Project Manager will have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager, or Project Manager or the Procurement Manager.

3.12 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state, county and federal statutes involving taxes and complying with all requirements.

3.13 SHIPPING

The Equipment must be prepared, packaged, and shipped to ensure that the Signage is not damaged during transportation, loading or off-loading.

The Equipment must be shipped F.O.B. Delivered with the price included in the cost of the Signage. The Contractor assumes liability for the Equipment until delivered to the Town. The Town will not accept or pay for damaged goods. The Vendor must file all claims against the carrier(s) for damages incurred to the Signage during transit from the point of origin. The Town will provide the Contractor with written notice when damaged goods are received.

3.14 CHANGE ORDERS

Without invalidating the Contract Documents the Town reserves and has the right, from time to time, to make changes to the Contract, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract. Changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

3.15 CLAIMS, DISPUTES AND MEDIATION

Contractor understands and agrees that all claims or disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town will be submitted for resolution in the following manner:

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor must notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager will review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding. Any dispute of the Town Manager's determination must be received within fourteen (14) Days after the decision is issued. The dispute then will be submitted to non-binding arbitration to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator will be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article. This process must be followed prior to instituting any lawsuit.

3.16 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

3.17 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act.

3.18 CONTRACTOR DEFAULT

a. Event of Default

An event of default will mean a breach of the Contract 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, will include but not be limited to, the following:

- The Contractor has not performed the Work in a timely manner;

- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor ;
- The Contractor has become insolvent 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;
- The Contractor has failed to obtain the approval of the Town where required by the Contract;
- The Contractor has failed in the representation of any warranties stated herein;
- The Contractor has failed to comply with the requirements of the contract;
- The Contractor has failed to deliver the Signage in the timeframe established in the Contract or as may be extended by the Contract;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor’s ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default (“Default”) occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town’s rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

3.19 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the

Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must, Stop all Work on the date specified in the notice (“the Effective Date”) and;

- Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- Cancel all cancelable orders for materials and equipment;
- Remove all materials, supplies or equipment that may be used by the Contractor on the Work;
- Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
- Take no action that will increase the amounts payable by the Town under the Contract; and take reasonable measures to mitigate the Town’s liability under the Contract; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.20 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.21 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.22 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contact. Contractor must comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.22 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.23 THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

3.24 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.25 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

3.26 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor must diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.27 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

3.28 ACCESS TO AND REVIEW OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.29 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

3.30 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action must be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

3.31 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the Contract term. In such event, the Town will notify the Contractor in writing of such extensions.

3.32 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

3.33 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.34 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to

terminate the Contract in its entirety. An election to terminate the Contract based upon this provision will be made within seven (7) calendar days after the finding by the Court becomes final.

3.35 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.36 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed properly executed in accordance with this Contract. Waiver by the Town of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, grounding, and services necessary for final design, fabrication, delivery, and installation (optional) of Bus Stop Signs and Street Signs per attached specifications and in accordance with the Town's brand standards. Exact locations for the installation of all signs will be pre-determined by the Town and the Contractor prior to installation. Installation shall be performed in accordance with Miami-Dade County Sign Post Installation Standards (reference Attachment "F").

This solicitation contains needs for two separate sign fabrication/installation/replacement programs:

- **Part "A":** The new Miami Lakes Moover public transportation system includes 44 Bus Stops, with most sites requiring sod/bare earth installation. The Work includes fabrication and installation of Bus Stop signs, finials with Town seal plate, fluted poles and acrylic map insert in accordance with Attachments "A-D", "F" & "G".
- **Part "B":** Furnish signage items such as blades, finials, Town seal plate and sign posts in accordance with Attachment "D" on an as-needed basis. Pricing for Standard MUTCD Signage per Attachment "E" is also included on an as-needed basis. Installation of the signs in accordance with Attachment "F" is an optional service under the contract.

4.2 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. **Where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.** In determining if any line item pricing is unbalanced the Town will compare line item pricing from all bidders as well as current pricing based on market and industry conditions.

4.3 LINE ITEM PRICING

Line item pricing shall include all costs, both direct and indirect to perform the Work, including but not limited to fabrication of the signage, delivery, and installation, if required. Incidental costs for installation include, but is not limited to equipment, tools, concrete for footers, bracing, etc.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items within each respective group. **Should a Bidder fail to provide a line item price for all line items within a group, the Town reserves the right to reject the Bid as non-responsive.**

4.4 ADDITIONAL SIGNAGE

The Town reserves the right to request price quotes for additional non-specified items not contained in the initial award. Should the Town add any additional items the Town will do so through the Change Order process.

4.5 CONTRACT TERM

This Agreement will be effective upon execution and remain in effect for a period of three (3) years. The Town at its sole option may opt to renew (OTR) the Contract for two (2) additional 12-month periods.

4.6 CONTRACT PRICE ADJUSTMENT

If a renewal option is exercised by the Town, the Contractor prior to the start of a renewal option year may request a price increase not to exceed the Bureau of Labor Statistics (222.bls.gov CPI-U index for Miami-Dade County). The Town will evaluate such request to determine if an increase should be approved. Any such increase will not exceed three (3%) percent per request.

4.7 PAYMENTS AND INVOICES

Contractor will provide the Town with one invoice within thirty (30) days of the date the Work under a Work Order was completed. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. Unless otherwise approved in writing in advance the Contractor must use the invoice form provided by the Town. The Town will take action to pay, reject or make partial payment on the invoice in accordance with the Florida Local Government Prompt Payment Act.

No payments will be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

4.8 SUBSTITUTIONS

Whenever materials are specified or described by using the name of a proprietary item or the name of a particular supplier within this ITB, the naming of the item is intended to establish the type, function and quality required. Substitutions may be accepted by the Project Manager if sufficient information is provided to allow Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed substitute to make a final determination.

Contractor must certify that the proposed substitute shall equally perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application must demonstrate that the proposed sign will have the same appearance as the specified sign.

The application must state that the evaluation and acceptance of the proposed substitute will not impact the Contractor's ability to meet the specified delivery timeframe.

All variations of the proposed substitute from that specified will be identified in the application including, but not limited to, any differences in material, fabrication, or installation. The Project Manager may require the Contractor to furnish at Contractor's expense additional data about the proposed Substitution.

The Town will be the sole judges of the acceptability of any Substitution. If the Town and the Project Manager rejects the proposed substitute the Bidder's Bid Submittal will be deemed to be non-responsive.

The Contractor shall maintain sole liability and responsibility for ensuring that any approved substitutions and any required design of such are in full compliance with and meet all the requirements of the Contracts.

4.9 HOURS FOR PERFORMING WORK

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

4.10 AWARD OF WORK

Work Orders will be issued to the Town for all Work to be performed under the Contract.

4.10.1 Bus Stops The Town anticipates that an initial Work Order will be made for the majority of the specified Bus Stop sign quantities, which is subject to budget availability. Additional signs will be then ordered either based on the remaining specified Signage or on an as needed basis for replacements or additional demand. The timeframe for completion of each Work Order will be stipulated in the Work Order. No Work is to be performed without issuance of a Work Order.

At a minimum the Work Order will specify:

- Amount of signs to be fabricated
- As applicable, location for inspection/delivery
- Location for installation.

4.10.2 Street Signs The Town orders Street Sign blades, finial hardware, town seal plates and sign posts, and standard MUTCD Signage on an as-needed basis, subject to budget availability. Fabrication of signs, and installation as applicable, will be authorized on an as needed basis via Work Order. The timeframe for completion of each Work Order will be stipulated in the Work Order. No Work is to be performed without issuance of a Work Order.

At a minimum the Work Order will specify:

- Type & amount of signs/finial hardware/Town seal plates to be fabricated
- Location for delivery, if applicable
- Location for installation, if required

4.11 SIGN PROOFS

Final design proofs for signs shall be provided to the Project Manager via email within 72 hours of a Work Order, unless otherwise specified in the Work Order. Designs must mirror those provided in the corresponding Attachments and must comply with the Town's branding standards stipulated in **Attachment "F" Town of Miami Lakes Brands Standards Manual**.

4.12 INSTALLATION

Where installation is required the Contractor is required to perform and obtain written approval of the following:

- Project Manager's prior approval of the method of installation is required.
- Coordinate the date and installation time(s) with the Project Manager prior to beginning installation.
- Where multiple locations are included, a schedule for the installation, including the locations, dates, and timeframes for each installation.
- Where permitting is required, the Contractor will be reimbursed.
- Utility Locates: Contractor must contact Sunshine State One Call at 811 to ensure that utility locates are performed before any digging is commenced by the Contractor.

- The Project Manager may authorize a staging area for the Contractor based on the written request of the Contractor. The Contractor will be solely responsible for any materials, tools, equipment, or similar items kept at a staging area, as the Town will not provide any security and assumes no liability or responsibility for such items.

4.13 ACCEPTANCE

All Work must be performed consistent with best industry practices. Failure to meet these standards or the fabrication, delivery, or installation of Signage that does not meet the requirements of the Contract will require replacement or repair by the Contractor at no expense to the Town. Failure to do so, unless otherwise arranged with the Project Manager, within seven (7) Days of the date of the notice of non-acceptance will be cause for the Town to correct the stated deficiencies using its own forces or another contractor. All costs incurred by the Town as the result of such action will to be subtracted from the Work Order value based on the Contract line item pricing. The terms of the stipulated manufacturer's warranty will continue to apply from the date of final acceptance.

4.14 SUITABLE MATERIAL

All equipment and materials must be new, unused and without damage or defects. Returns or material in storage more than six (6) months will not be considered new.

4.15 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information (RFI) where the Contractor believes that the Contract Document's details or specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification/contract section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town will respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct the Contractor's defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

4.16 WARRANTY

All Work must have a one (1) year warranty on labor from the date of Acceptance under a Work Order and the Contractor must provide such written warranty prior to the Town issuing payment under the Work Order. Contractor must provide a minimum written warranty of three (3) years on all equipment, parts, or material which must also be provided prior to the issuance of the final payment under a Work Order. Term may be revised per specific work order.

All warranties, expressed and or implied, must be provided to the Town for material and equipment covered by the Contract Documents. All material and equipment furnished must be fully guaranteed by the Contractor against defects and disease. At no expense to the Town, the Contractor must correct or replace any and all apparent and signs with defects that may occur within the warranty period.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor must reimburse the Town within thirty (30) calendar days. The Town may take any necessary and

appropriate action provided under this Contract or with law to collect such payment due to the Town.

4.17 OWNERSHIP OF DESIGN

All documents, design, materials and computer files prepared under this Agreement, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon completion of a Work Order, the Contractor must turn over all such records, documents and designs, including electronic data as required under Florida Statute 119.0701(d). Contractor may keep copies of all such records, documents, or data for its records.

4.18 HISTORICAL USAGE

Street and standard signs are ordered on an as-need basis. Recent replacement amounts from Fiscal Year 2014-15 are provided for informational purposes below:

- Street Sign Blades replaced = 42
- Street Sign Poles replaced = 8
- Speed Humps Ahead with U Channel = 6 Signs
- “No Parking Signs” = 27
- Yellow/Red Warning Signs = 8 (Panels Only)

END OF SECTION

SECTION 5
BIDDER'S AFFIDAVIT

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

Bus Stop and Street Signage
Bid No: 2016-18

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid Submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to **ITB # 2016-18**.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

The Bidder has carefully examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB, that based on its expertise has determined that the Work can be performed and completed in accordance with the Contract Documents.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided in the Submittal.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder further agrees that the Bid guaranty, if required, accompanying the Bid will be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance and any Performance/Payment Bond, if required, within fifteen (15) calendar days after being notified of the award of the Contract.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete corresponding form attached herein and include it with the Bid Submittal. Failure include this form may result in the Bid Submittal being rejected as non-responsive.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

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BID FORM

ITB 2016-18 BUS STOP AND STREET SIGNAGE

BID ITEM "A" – FURNISH & INSTALL BUS STOP SIGNAGE

Base Bid

Note:

- Bidders are bidding on a lump sum basis ("Total Bid Amount") for the purpose of determining the lowest responsive and responsible Bidder. However, Contractor will be paid based on the line item amount, contained in the Bid Form, with payments based on actual Work performed. **Total Bid Amount is a Not-To-Exceed amount to furnish and install 44 signs which must be inclusive of any and all costs associated with sign fabrication to include but not be limited to final design of signage and mobilization costs associated with the installation.**
- The Printed Map inside of Acrylic holder is not a part of this bid.

ITEM	Description	Estimated Quantity	U/M	Unit Price	Extended Price
1	BUS STOP SIGNS TO INCLUDE FINAL DESIGN, FABRICATION, SIGN, FINIALS W/ LOGO PLATE, ACRYLIC HOLDER, FLUTED POLES & DELIVERY IN ACCORDANCE WITH ATTACHMENT "A"	44	EA	\$Enter Price	\$ Enter Price
2	INSTALLATION IN CEMENT	7	EA	\$Enter Price	\$ Enter Price
3	INSTALLATION IN SOD/BARE EARTH	36	EA	\$Enter Price	\$ Enter Price
Total Bid Amount				\$ Enter Total	

Replacement Pricing

Note:

1. The price for replacement signage only includes those signs previously fabricated by the Contractor for the purpose of sign or component replacement due to vandalism, vehicular accident or other situations. Prices must be inclusive of sign fabrication, labor, fuel, mobilization, tools, staff, supervision and any additional means necessary in order to perform the installation.

ITEM	Description	U/M	Unit Price
A	REPLACEMENT OF FINIAL HEAD	EA	\$Enter Price
B	REPLACEMENT OF ALUMINUM LOGO PLATE	EA	\$Enter Price
C	REPLACEMENT OF SIGN PLATE	EA	\$Enter Price
D	REPLACEMENT OF FLUTED POLE	EA	\$Enter Price
E	REPLACEMENT OF ACRYLIC HOLDER	EA	\$Enter Price
F	SIGN RELOCATION IN CEMENT	EA	\$Enter Price
G	SIGN RELOCATION IN EARTH	EA	\$Enter Price

BID ITEM "B1" & "B2" – STREET SIGNAGE AND STANDARD MUTCD SIGNS AS NEEDED

ITEM	Description	U/M	Price "B1" FURNISH & DELIVER ONLY	Price "B2" FURNISH & INSTALL
STREET SIGNAGE				
A	CAST ALUMINUM DOUBLE-SIDED FINIAL IN ACCORDANCE WITH ATTACHMENT "D"	EA	Size A \$Enter Price	Size A \$Enter Price
			Size B \$Enter Price	Size B \$Enter Price
B	3M VINYL MIAMI LAKES LOGO ON 1/8" ALUMINUM PLATE IN ACCORDANCE WITH ATTACHMENT "D"	EA	Size A \$Enter Price	Size A \$Enter Price
			Size B \$Enter Price	Size B \$Enter Price
C	6 1/8" X 35.5" STREET NAME BLADE, 1/8" ALUMINUM, DIAMOND GRADE REFLECTIVE WHITE LETTERING WITH GREEN OVERLAY, SCOTCH 3M VINYL ON .063" ALUMINUM BLADES	EA	\$Enter Price	\$Enter Price
D	FRAMES FOR BLADES (SEE ABOVE DIMENSIONS)	EA	\$Enter Price	\$Enter Price
E	180 1/2" POLE WITH 4" OD EXTRUDED FLUTED ALUMINUM POST .125 GAUGE	EA	\$Enter Price	\$Enter Price
MUTCD STANDARD SIGNAGE				
ITEM	Description	U/M	Price "B1" FURNISH & DELIVER ONLY	Price "B2" FURNISH & INSTALL
F	"NO PARKING"	EA	\$Enter Price	\$Enter Price
G	"NO PARKING" WITH ONE ARROW RIGHT/LEFT	EA	\$Enter Price	\$Enter Price
H	"NO PARKING ANYTIME" WITH ONE ARROW RIGHT/LEFT	EA	\$Enter Price	\$Enter Price
I	"NO PARKING" WITH TWO ARROWS	EA	\$Enter Price	\$Enter Price
J	"NO PARKING STOPPING STANDING ANYTIME"	EA	\$Enter Price	\$Enter Price
K	"SPEED BUMP"	EA	\$Enter Price	\$Enter Price
L	"SPEED BUMP AHEAD"	EA	\$Enter Price	\$Enter Price
M	"NO PETS ALLOWED"	EA	\$Enter Price	\$Enter Price
N	"NO LITTERING"	EA	\$Enter Price	\$Enter Price
O	"NO BICYCLES SKATEBOARDS OR SKATES"	EA	\$Enter Price	\$Enter Price
P	"AHEAD"	EA	\$Enter Price	\$Enter Price
Q	ARROW ONLY – FOR SCHOOL CROSSING	EA	\$Enter Price	\$Enter Price
R	ARROW ONLY – FOR SPEED BUMP	EA	\$Enter Price	\$Enter Price

ITEM	Description	U/M	Price "B1" FURNISH & DELIVER ONLY	Price "B2" FURNISH & INSTALL
S	REFLECTOR DIAMOND SIGN – YELLOW OR RED	EA	\$Enter Price	\$Enter Price
T	DISCOUNT OFF LIST FOR ANY OTHER MUTCD STANDARD SIGN PLATE	EA	%	+ Fixed Installation Price: \$Enter Price
U	STOP SIGN WITH MOVABLE CAST-IRON POST BASE	EA	\$Enter Price	
V	U-CHANNEL (POST ONLY)	LENGTH PER FOOT	\$Enter Price	\$Enter Price

BID ITEM "B2" – STREET SIGNAGE AND STANDARD MUTCD SIGNS AS NEEDED – FURNISH AND INSTALL

Note:

1. Prices for column "B2" above are inclusive of sign fabrication, labor, fuel, mobilization, tools, staff, supervision and any additional means necessary in order to perform the installation.
2. Refer to Section 4.18 for historical usage.

BID ITEM "B" Option Price:

The Town currently possesses approximately 400 Logo seal plates that are to be installed at various locations.

Provide the price per logo plate for affixing onto the finial head:

\$_____ installation price per Town-provided logo plate inclusive of all labor and materials needed to attach the plate to the finial head

Firm's Name: _____ F.E.I.N. No.: _____

Signature: _____

Printed Name/Title: _____ Email Address: _____

Town/State/Zip: _____

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM

Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, is the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

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

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, who is personally known to me or who has produced
_____ as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership

b. Is any owner identified above an owner in another company? Yes No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance Information

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No

12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work.

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: _____

b. Years with Company: _____

c Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
------	----------------------------	-----------	-------------

3. Scope of actual Work to be performed by your company and the corresponding percentage of the Work: (This does not include such items as insurance * bonds, dumpsters, trailers, and other similar non-construction work items)

C. Current and Prior Experience

Current Experience including projects or contracts currently underway, recently awarded, or pending award or prior contracts of a similar size, scope, and complexity. (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected, or actual completion date).

D. Bidder's References

Bidders are to include in Bid Submittal a minimum of three (3) references from contracts or projects from "C" above using the Town's reference form provided herein. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission. A reference letter is to be completed by the owner of each Project and submitted as part of the Bid submission. The Bidder is to include one picture for each reference that reflects the detail of the signage that was installed (**Refer to Project/Contract Verification Form provided on the following page**).



PROJECT/CONTRACT VERIFICATION FORM

Using the included form, Bidder must submit a minimum of three (3) verifiable projects/contracts within the past five (5) years for different companies or public entities, to include location and photograph of signage.

Project Owner: _____

Address of Installation: _____

Project/Contract Title: _____

Scope of Work: _____

Value of Sign \$_____ Date(s) Work Completed _____

Photograph of signage (attach separate page if needed):



Address of signage pictured above: _____



To Whom it May Concern

Subject: **Reference Letter for Bid No. 2016-18, Bus Stop and Street Signage**

Name of Bidder/Proposer: _____

The above referenced Contractor is submitting a bid/proposal for a solicitation that has been issued by the Town. We require that the Contractor provide written references with their submission. By providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent.

Title of Contract:

Scope of work: _____

Value of Contract \$_____ Is contract active or expired? Active Expired

Contract Completion Date: _____ Was the work performed timely? Yes No

Was the work performed timely & to acceptable quality standards? Yes No

Would you enter into a contract with the Contractor in the future? Yes No

If no to either of the above please provide details:

Comments:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____

Agency: _____ Title: _____

Telephone: _____ E-mail: _____

Signature: _____ Date: _____

Sincerely,

Gary Fabrikant
Procurement Manager

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
) SS:
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ___executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ___ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes
by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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 or 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, wiall 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 will 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 the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature of Entity Submitting Sworn Statement

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

Personally known _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(type of identification)

(Printed, typed or stamped commissioned name notary public)

END OF SECTION

SECTION 7

CONTRACT EXECUTION FORM

(To be completed by Contractor Awarded the Project)

This Contract _____(contract number) made this ___ day of _____ in the year 20__ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____ (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the

_____, _____ is hereby authorized and
(type title of officer) (type name of officer)

instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____