MIAMI LAKES
Growing Beautifully

AGREEMENT

between

THE TOWN OF MIAMI LAKES

and

AUM CONSTRUCTION, INC.

for

ELECTRICAL SERVICES – AS NEEDED

THIS AGREEMENT is made and entered into as of this 26th day of July, 2016 by and between AUM Construction, Inc., a Florida corporation with principal offices at 8950 NW 119 Street, Hialeah, Florida 33018 (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (the "Town").

WITNESSETH:

WHEREAS, on May 9, 2016, the Town issued Request for Proposals ("RFP") 2016-33 Electrical Services – As Needed which includes the General Terms and Conditions of the RFP, Special Conditions, Detailed Requirements – Scope of Services and Exhibits, Forms, and associated addendum, which are collectively referred to as the "RFP 2016-33" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, on June 8, 2016, the Contractor submitted a response to RFP 2016-33 Electrical Services – As Needed, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B;"** and

WHEREAS, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP 2016-33 Electrical Services – As Needed, attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

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1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-33, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to make payment in accordance with the terms of RFP 2016-33 incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. Contractor recognizes and agrees that this contract is a back-up contract in case the Town's primary Contractor is unable or unwilling to perform the services required in accordance with RFP 2016-33 Section III, Article 5. This is a non-exclusive contract. The Town may, in its sole and absolute discretion, utilize other parties to provide any of the services required if the Town deems it to be in the best interest of the Town.

4. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

5. 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 the Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2016-33 Section II, Article 8, "Cost Adjustments".

6. Contractor will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of final payment or termination of this Agreement. Town, or any duly authorized agents or representatives of Town, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

a. Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
b. Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.

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d. Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL INGUANZOG@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

7. Notices must be in accordance with RFP 2016-33 Section I, Article 20, "Notices". 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

With a copy to:
Christina Semeraro, Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

For Contractor:
Ramon Reyes, President
AUM Construction, Inc.
8950 NW 119 Street
Hialeah, FL 33018
Phone: (305) 456-4848
Email: rr@auminc.us

8. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. 2016-33
4. RFP Exhibits, Solicitation No. 2016-33
5. Contractor's Proposal, Solicitation No. 2016-33

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and AUM Construction, Inc., signing by and through its President (title of individual) duly authorized to execute same.

WITNESS/ATTEST

Signature

Juan Aracil Secretary

Print Name, Title

AUM Construction, Inc.

Signature

Ramon Reyes Pres.

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Contractor Secretary

(Affirm Contractor Seal, if available)

ATTEST:

Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

Exhibit “A”

REQUEST FOR PROPOSALS

Electrical Services

(As Needed)

RFP No. 2016-33

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
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	Monday, May 9, 2016
Closing Date & Time	2:00 PM Wednesday, June 8, 2016

May 9, 2016

LEGAL NOTICE / REQUEST FOR PROPOSALS

RFP No.:	2016-33
RFP Name:	Electrical Services (As Needed)
Pre-Proposal Conference:	N/A
Proposals Due:	2:00 PM Wednesday, June 8, 2016

The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select qualified, licensed and experienced contractors to provide electrical services to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained in the Request for Proposals ("RFP"). The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment and services necessary to properly provide as needed electrical repair, replacement and installation services.

The Town reserves the right to contract with one or multiple Proposers in a primary/secondary or tiered award. Award to successful Proposer(s) will be at the sole discretion of the Town. Criteria used for the selection of a contractor may include the best combination of price, qualifications, experience, availability and verifiable client references.

Sealed Proposal packages must be submitted in the form of one (1) original and four (4) copies and one (1) duplicate PDF of the entire original proposal on CD-ROM or flash drive and must be received by the time and date stated above by the Office of the Town Clerk, Town of Miami Lakes Government Center at 6601 Main Street, Miami Lakes, FL 33014 at which time and place proposals will be publicly opened and read. **Any Proposals received after the specified time and date will not be considered**. The responsibility for submitting a Proposal before the stated time and date is solely and strictly the responsibility of the Proposer.

The complete PDF solicitation document is available on the Town's website at www.miamilakes-fl.gov (under "Contractual Opportunities") and on www.DemandStar.com. The Town is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the Town of Miami Lakes Procurement Division.

All inquiries regarding this RFP must be directed to the Procurement Division at procurement@miamilakes-fl.gov. 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. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami Dade County Code.

RFP 2016-33

Electrical Services (As Needed)

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Town of Miami Lakes – Overview

The Town of Miami Lakes was incorporated on December 5, 2000, and is one of 36 municipalities in Miami-Dade County, Florida. Conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport, our town is home to approximately 30,000 residents and 1,500 businesses. The Town encompasses about 6.8 square miles, bound by NW 170th Street and the Palmetto Expressway (SR 826) to the north, NW 138th Street to the south, NW 57th Avenue (Red Road) to the east, and Interstate 75 to the west.

The Town is approximately 94%+/- built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town's current and long-term planning efforts have shifted from a primarily growth-management related role to a larger focus on economic development and redevelopment. This trend is anticipated to continue over the next ten years.

As part of our mission, the Town strives to be a friendly, peaceful, safe and beautiful place where residents and business leaders take pride in where they work and play. The Town Council and staff are consistently working to maintain those standards and enhance the quality of life for residents. We look forward to continuing to provide quality services to the community that we serve to ensure Miami Lakes continues "growing beautifully". Thank you for your interest in doing business with the Town.

SECTION I
GENERAL TERMS AND CONDITIONS

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

1. Definitions

The Town will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the solicitation process. The terms may be used interchangeably by the Town: ITB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Invitation to Bid (ITB): When the Town is requesting bids from qualified Bidders.

Request for Proposals (RFP): When the Town is requesting proposals from qualified Proposers.

Bid: A price and terms quote received in response to an IFB.

Proposal: A proposal received in response to an RFP.

Bidder: Person or firm submitting a bid.

Proposer: Person or firm submitting a proposal.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

First Ranked Proposer: That Proposer, responding to a Town RFP, whose proposal is deemed by the Town, the most advantageous to the Town after applying the evaluation criteria contained in the RFP.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the Town.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Town.

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the Town.

Change Order: A written signed and approved document by the Town Manager or designee ordering a change in the contract price or contract time or a material change in work.

2. Preparation of Bids

a) The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

b) An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**

c) The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.

d) The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".

e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

f) Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

3. Examination of Bid Documents

Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) be knowledgeable of federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Procurement Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.

The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

4. Modification and Withdrawal of Bids

Bids will be valid and irrevocable for at least 120 days. Bidder may change or withdraw a bid at any time prior to the submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be allows and will be disregarded. After expiration of the period for receiving bids, no bids may be withdrawn or modified. Bidders must not assign or otherwise transfer their bid response.

5. Acceptance or Rejection of Bids

No bid will be accepted from, nor will any contract be awarded to any person or firm who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed responsible or unreliable to the Town, or who has been debarred by a federal, State of Florida, or Florida public entity.

The Town reserves the right to disqualify any bid before or after the submission date, upon evidence of collusion with intent to defraud, or other illegal practices on the part of the Bidder. The Town reserves the right to waive any immaterial defect or informality in any bid; to reject any or all bids in whole or in part, or to withdraw or re-advertise the solicitation.

6. Bidder's Expenditures

Bidder understands and agrees that any expenditure they make in preparation and submittal of bid or in performance of any services requested by the Town in connection with the bid are exclusively at the expense of the bidder. The Town will not pay or reimburse any expenditure or any other expense incurred by any bidder in preparation of a bid, or anticipation of an award of a contract, or to maintain the approved status of the Successful Bidder(s) if a Contract is awarded, or administrative or judicial proceedings resulting from the solicitation process.

7. Addendum

If the bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions, bidder shall submit a written request to the Procurement Division at procurement@miamilakes-fl.gov. Interpretations or clarifications deemed necessary by the Procurement Division in response to such questions will be issued on official addendum. 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 deadline, 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.

The issuance of written addendum is the only official method whereby interpretation, clarification, changes or additional information can be given. It is the bidder's sole responsibility to check the Town's Procurement website prior to the bid submittal deadline to ensure that the bidder has a complete, up-to-date package.

8. Cone of Silence

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid. Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager and shall contain the requester's name, address, and telephone number. During Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Town's professional staff including, but not limited to Town Council, the Town Manager and his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Division at procurement@miamilakes-fl.gov.

9. Certification of Accuracy

Bidder, by signing and submitting its bid response, certifies and attest that all Forms, Affidavits and documents related thereto included in its bid, in support if its bid are true and accurate. Any Bidder who submits in its bid response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

10. Clarifications

The Town reserves the right to make site visits, visit the bidder's place(s) of business, to request clarifications of information submitted and to request or obtain any necessary supporting documentation or information of one or more bidders, after the deadline for bid submittal.

11. Subcontractor(s)

Subcontractor(s) are an individual or company who has a contract with the Bidder to assist in the performance of the work required under this Bid. Subcontractor(s) will be paid through Bidder and not paid directly by the Town. Bidder must clearly reflect in its Bid the major Subcontractor(s) to be utilized in the performance of the work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder(s) and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Bidder(s) nor any of its Subcontractor(s) are considered to be employees or agents of the Town.

12. Awards

The Town reserves the right, in its sole discretion, as the best interest of the Town may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received. The Town does not represent that any award will be made.

If applicable, the bidder to whom award is recommended shall execute a written contract prior to award by the Town Council. If the bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next lowest bidder who is responsible and responsive in the opinion of the Town.

13. Contract Terms and Conditions

The Bidder(s) selected to provide the services requested herein (the "Successful Bidder(s)") will be required to execute a contract with the Town. The terms, conditions, and provisions in the solicitation document are included and incorporated in the final contract.

14. 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 the following order of precedence shall apply:

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

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

In the event that drawings and specifications are provided with a Work Order the priorities stated below shall govern:

- Scope of Work and Specifications shall govern over plans and drawings
- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

15. Indemnification

The Contractor shall 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 an 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 shall 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 shall 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 Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall 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.

16. Insurance

If the Contractor is required to go on to Town property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by Town or specified in the Special Terms and Conditions.

The Contractor shall provide original certificates of coverage to the Procurement Division prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Town Manager. The certificates must list the Town as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town Manager if circumstances change or adequate protection of the Town is not presented. Bidder, by submitting its bid, agrees to abide by such modifications.

17. Taxes

The Town of Miami Lakes is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the Town shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall a Contractor be authorized to use the Town's Tax Exemption Number in securing such materials. Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

18. Completion of Work and Delivery

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Town of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Town.

19. Failure to Deliver or Complete Work

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Town reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Town exercises this authority, the Town shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Town in accordance with the contract specifications. The Town may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Town as a result of having to secure the services of another vendor.

20. Notices

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. For the present, the parties designate the following as the respective places for giving of notice:

For Town:	With a copy to:
Alex Rey	Christina Semeraro
Town Manager	Procurement Manager
Town of Miami Lakes	Town of Miami Lakes
6601 Main Street	6601 Main Street
Miami Lakes, Florida 33014	Miami Lakes, Florida 33014

For Contractor:
(To Be Determined)

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful bidder and the Town regarding the progress of the work.

21. 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.

22. Local Preference

This RFP is subject to the Local Business Preference as specified in Ordinance 12-142 of the Town Code. Information on the Local Business Preference can be found at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

23. Business Tax Receipt Requirement

Bidder must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended. Bidders with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

24. 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 shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

25. Attorney's Fees and Costs

Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

26. Governing Law and Venue

This Contract shall be interpreted and governed according to the laws of the State of Florida. Any dispute or conflict arising out of or relating to this solicitation or resultant contract must be brought only in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. The Parties agree such court and such court alone shall have personal jurisdiction and venue over any action relating to this agreement and further agree to waive any rights they may have to challenge the court's jurisdiction over them.

27. Protest Process

Any Bidder wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 12-142 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

28. Access and Audit of Records

The Town reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Town's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

29. Public Records

Bidder understands that the bid response is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder, by submitting a bid, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Bidder must claim the applicable exemptions to disclosure as provided by said Florida Statute in its bid by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

30. Substitution of Personnel

It is the intention of the Town that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Town's approval. In the event the substitute personnel are not satisfactory to the Town, and the matter cannot be resolved to the satisfaction of the Town, the Town reserves the right to cancel the contract for cause.

31. Prompt Payment

The Town will make payment for all purchases in a timely manner in accordance with Section 218,74, as amended. The Town will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Town. Contractor will be paid for actual work performed.

32. Additional Fees and Surcharges

Unless provided for in the contract/agreement, the Town will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

33. Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

34. Compliance with Federal Regulations Due to Use of Federal Funding

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

35. Severability

If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. 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 shall be made within seven (7) calendar days after the finding by the court becomes final.

36. 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.

37. 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.

38. 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 shall be entitled to assert a claim against either of them based upon this Contract.

39. Assignment or Sale of Contract

The performance of this Contract shall 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 shall 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 shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall 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.

40. Funds Availability

Funding for this contract is contingent on the availability of 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.

41. 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.

42. Nondiscrimination

Bidder agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Bidder agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

43. Contingent Fees

Bidder represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of an contract.

44. Assignment; Non-Transferability of Response

A Response must not be assigned, transferred, purchased, or conveyed. A Bidder who is purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

45. 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.

46. 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).

47. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the Town and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Town. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

48. Other Agencies

All Bidder(s) awarded contracts from this solicitation may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any municipality or other agency be obligated for placing an order for any other municipality or agency: nor will any municipality or agency be obligated for any bills incurred by any other municipality or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded Bidder(s).

49. 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 section 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.

50. 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 work 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 Contactor 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.

51. Force Majeure

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Does Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

52. 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 of the claim or dispute.

The Contractor must submit its claim or dispute in writing, with all supporting documentation, to the Procurement Manager. 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 section. This process must be followed prior to instituting any lawsuit.

53. 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.

54. 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.

55. Collusion

Bidder certifies that its bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a bid for the same services, or with any Town department. Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. Bidder further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred and the Town reserves the right to reject any and all bids where collusion may have occurred. Bidder must include in its bid the Non-Collusive Affidavit. Failure by the bidder to submit this affidavit will result in the bid being deemed non-responsive.

56. Drug Free Workplace

Bidder that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee. Should a tie in the ranking of Responses occur the tied Bidders will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

57. 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.

58. Delivery, Storage and Installation

All materials shall be F.O.B. delivered. The Contractor shall be solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor shall make all arrangement for delivery. Contractor shall be liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

59. Substitutions

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution to include type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

60. Staging Site

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor shall be responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor shall be responsible for any loss, damage or theft to its equipment and materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

61. Ownership of the Work

The Contractor shall be solely responsible for all Work including materials, supplies, and or equipment prior to final written acceptance. Contractor shall be liable for all damage, theft, maintenance, health and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

END OF SECTION

SECTION II
SPECIAL TERMS AND CONDITIONS

1. Minimum Qualification Requirements

To be eligible for award of a contract in response to this solicitation:

1.1 Proposer must possess a current valid State of Florida Electrical Contractor license, and

1.2 Proposals will only be considered from firms that have been continuously engaged in providing services similar to those specified herein for a minimum of five (5) years (minimum 60 months) and that are presently engaged in the provision of these services.

The Town will consider a Proposal as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

2. Proposal Requirements

Sealed written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in the RFP Legal Notice, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the aforementioned or after the Proposal submission date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, business entity, will be considered in response to this RFP. An individual, firm, partnership, or corporation that submits a Response may not be a subcontractor on another Response submitted under this RFP. Responses from joint ventures will not be considered.

Proposals must be submitted in the form of one (1) original and four (4) copies of the original and one duplicate PDF of the entire original proposal on CD-ROM or flash drive. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and opening date clearly noted on the outside of the envelope(s) or package(s) in the following manner: "**RFP No. 2016-33**, **ELECTRICAL SERVICES".**

3. Proposal Format

The proposal shall contain four (4) sections:

Section 1: Qualifications and Experience

a) Clearly describe the ability to perform the scope of services proposed.
b) Provide fact sheet for firm indicating how it meets the Minimum Qualification requirements stipulated in Article 1 above.
c) Provide resumes for all of firm's employees that will be used in providing the services specified herein to include information about licenses, certifications & trainings.

Section 2: Resources and Availability

a) Provide a list of current electrical services contracts of similar scope and size.
b) Describe the firm's management plan to be used, staffing configuration and safety protocols.
c) Provide information about the equipment and services at the firm's disposal.

Section 3: References
Proposer shall provide a list of at least five (5) clients that proposer has provided similar services in the past three (3) years. Governmental references are preferred. For each client reference include:

- Name of organization
- Contact person, title, address to include city, state and zip code, telephone number and valid email address
- Start and completion date of the contract

Section 4: Proposal Package
Proposer shall insert information where requested, execute all forms in Section 4 and attach documentation where requested.

4. Schedule of Events
The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

RFP Available	05/09/16
Pre-Proposal Conference	N/A
Deadline for Receipt of Questions	05/31/16
Addendum Release (if required)	06/02/16
Proposals Due (2:00 PM EST)	06/08/16
Selection Committee Review/ Shortlist Prepared	06/13/16 – 06/17/16
Oral Interviews with Finalists and/or Proposer Selection	06/20/16 – 06/23/16
Council Award of Contract	07/26/16

5. Review of Proposals for Responsiveness
Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

6. Performance
It is the intention of the Town to obtain the services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer(s) must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Town. The Town reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis and such delay may cause harm to the using department or Town residents.

7. Contract Term
The initial contract period shall be for three (3) years. The Town reserves the right to extend the contract for two (2) additional one (1) year periods, providing both parties agree to the extension and all terms, conditions and specifications remain the same. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the Town.

8. Cost Adjustments
8.1 Costs for all services purchased under this contract shall remain firm for the initial contract period. Costs for subsequent years and any extension term years shall be subject to an

adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (All Items), for the Miami-Ft. Lauderdale, FL area, as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the Town shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry.

8.2 The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient. In the event the Town does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

9. Invoices and Payment

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.

10. 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:

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

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.

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 $500,000 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.

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 $500,000 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.

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.

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 retentions in the event of any claim.

11. Evaluation Procedures
The procedure for Proposal evaluation and selection is as follows:

a. Request for Proposals issued.
b. Receipt of Responses.
c. Opening and listing of all Responses received.
d. Preliminary review of the Responses by Town staff for compliance with the submission requirements of the RFP, including verification that each Response includes all required documents.
e. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
f. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate and rank each responsive Proposal in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
g. The Committee forwards its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking of the Responses.
h. The Town Manager will review the Evaluation Committee's recommendation and make a recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie, the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
i. As stated in the solicitation, the Town Manager may conduct negotiations with the highest ranked Proposer.
j. If the Town Manager is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
k. The Town Council will make the final selection and award.

12. Evaluation Method and Criteria
The selection of a Proposer will be based on the Proposal most advantageous to the Town based the following evaluation criteria on a 100-point scale:

- Price = 40 Points
- Qualifications and Experience = 30 Points
- Resources and Availability = 15 Points
- Client References = 15 Points

The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general framework for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, Town reserves the right, where it may serve the Town's best interest to request additional information or clarification from Proposers.

Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the Town through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the Town to award the proposal to the lowest priced Proposer, and the Town reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the Town in achieving the service, and to waive any irregularity or technicality in the proposals received. The Town shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.

13. Oral Presentations

Short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to an award recommendation. The Firm's Project Manager shall be the sole presenter. The Selection Committee may elect to re-rank the finalist's proposals. Should the Town require such oral presentation; the Proposer will be notified five (5) days in advance of appearing before the Selection Committee.

14. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. Pursuant to Paragraph 5(b) of Section 287.055, Florida Statutes, the Town, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. If the Town and said Proposer cannot negotiate a Successful Contract, the Town may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the Town has been executed or all proposals are rejected. No Proposer shall have any rights against the Town arising from such negotiations or termination thereof.

END OF SECTION

SECTION III
DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Purpose

The Town of Miami Lakes, Florida, ("Town") is soliciting Proposals and intends to select qualified, licensed and experienced contractors to provide electrical services to the Town on an as-needed basis in accordance with the terms, conditions and specifications contained in the Request for Proposals ("RFP"). The work consists of furnishing all labor, supervision, materials, parts, machinery, tools, means of transportation, supplies, equipment and services necessary to properly provide as needed electrical repair, replacement and installation services.

2. As-Needed Services

Electrical services include installation of equipment and components for the Town buildings, parks, and roadways, which includes but is not limited to poles, decorative landscape lighting, roadway sign lighting, breakers, photocells, various types of lighting (including LED, street lighting, and sports field lighting), welcome signs and roadway entrance features, breakers, panel boards, photocells, contactors, transformers, outlets, switches, and other similar work.

The successful firm will provide a full range of electrical services on an as-needed basis including, but not limited to:

- Diagnostic/troubleshooting and testing services
- General electrical maintenance and repair
- Repair and/or replacement of sport, street, and parking lot lights and fixtures
- Installation of conduit, wiring, junction boxes, fixtures and electrical equipment to repair or replace existing installations
- New service installations
- Panel/Breaker installation/replacement
- Generator connection for special events
- Emergency repair work

3. Contractor Responsibilities

3.1 All work must be provided in a professional workmanlike manner in accordance with the National Electric Code (NEC) and Town Code. While working on behalf of the Town, all Federal, State and Local safety rules and regulations including but not limited to OSHA, National Electric Safety Code, and FDOT (for traffic control) must be complied with.

3.2 Firm must be available to perform emergency repairs as the need arises: Twenty-four (24) hours per day, seven (7) days a week. Response time for emergency repairs must be within one (1) hour of notification to firm by the Town's representative of the need for such repairs. Emergency work requested by the Town after normal working hours shall be billed at the "after normal operating hours" rate.

3.3 All work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50 unless otherwise specified in writing by the Project Manager. The Town's normal operating hours are from 8:30 a.m. to 5:00 p.m. Monday through Friday. The Town anticipates utilizing the selected firm on an as-needed basis during normal operating hours. Firm may opt to work on a Town Holiday subject to approval from the Project Manager. Firm understands and agrees that their decision to work on a Town Holiday or after normal operating hours (unless directed to do so in accordance with Item 3.2 above) is by choice and charges for such work shall be billed at the "regular" rate.

3.4 Hourly Rates shall be inclusive of all costs with the exception of parts/new units and shall include but not be limited to all labor, equipment, tools, vehicles, profit, overhead, employee benefits, insurance, etc. necessary to perform the required work. Parts shall be billed at wholesale cost plus a percentage mark-up.

3.5 The Town will request an estimate of work to be performed, especially for large projects. Each request for estimate shall set forth the work to be accomplished, time to complete, and if available shall include the materials required and applicable specifications and drawings to be followed.

3.6 Firm shall provide written repair estimates for extensive repairs or emergency repairs as may be required. Estimates shall include all time and material charges. The firm must inform the Town representative of the repair estimate and request authorization to proceed. Estimates must be approved in advance by the Town.

3.7 Firm shall document all site visits recording work performed, labor hours incurred, material and parts used, and other expenses. Firm shall keep Project Manager apprised of all electrical issues.

3.8 Firm shall utilize energy management system(s) interfaced with Town electrical systems.

3.9 As determined by the Town, Contractor shall be responsible for contacting Sunshine State One Call at 811 prior to their excavation of underground lines to serve as the Town's representative to avoid any potential issue to the Town and damage to existing utility lines.

3.10 During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town. All work is subject to inspection and approval of the Town's Building Official or designee.

3.11 Firm must check-in and check-out with the Project Manager when servicing Town property.

3.12 Firm shall not charge travel time for any service, emergency or routine.

3.13 Firm shall promptly pay for all materials, supplies, and labor employed by it so that the property shall be free from materialmen's and mechanic's liens. At time of invoicing, firm shall provide Town with final lien releases from all suppliers providing materials, supplies and labor related to the work.

3.14 All materials and equipment furnished by the Contractor shall be new and unused in their original sealer wrapper or container prior to use on a Project. Materials may be subject to inspection prior to use on a Project. Where materials or equipment are, as determined by the Project Manager, not new, unused, or in their original wrapper, or container, the Project Manager may reject their equipment or materials and require its replacement prior to use on a Project. The Town may, at its sole discretion, furnish materials to be used for a Project.

3.15 Firm warrants that for one (1) year from the Town's acceptance, the work will be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. Firm also warrants that all material (including repair and replacement parts) will function properly for a period of

one (1) year from the Town's acceptance and that such material will be new and of original manufacture. Upon Town's notice to the Firm of any defect or nonconformance, firm shall within one (1) business day of the Town's notice promptly correct or re-perform, at no cost to the Town, any such services and material. If firm fails or refuses to correct or re-perform, Town may correct or replace with similar services and materials and charge to the firm the cost incurred by the Town.

3.16 The Contractor shall be available, at the Town's request, to assist the Town and/or its designee at the Emergency Operations Center (EOC) during emergency situations, including but not limited to hurricane preparedness and recovery.

3.17 Each Work Crew shall have suitable transportation in the form of a one-half ton (minimum size) full size pickup truck and/or other appropriate vehicle(s) necessary to complete the Project. The truck should be capable of transporting items up to eight foot (8') in length. All vehicles shall be in good working order, with current license, registration, and insurance. The vehicle(s) must also be substantially free of body damage and must be painted uniformly. All vehicles must include the name of the Contractor, Contractor's license number, business telephone number. Rented or borrowed vehicles should properly identify the name and telephone number of the rental company or company from whom it was obtained.

3.18 Subcontracting of the work is not permitted under this contract.

4. Personnel Classifications

The following minimum personnel qualifications shall apply to any and all labor provided under the contract and shall form the basis for development of individual rates in the Price Schedule:

4.1 Master Electrician shall have a minimum of seven (7) years of experience.

4.2 Journeyman shall have a minimum of five (5) years of experience.

4.3 Apprentice shall have a minimum of two (2) years of experience working directly with a Journeyman.

5. Award of Projects

Should more than one award be made under this RFP the Primary Contractor will be afforded the first opportunity to be issued a Work Order for a Project. However, the Project Manager may issue a Work Order to the Secondary Contractor include, but not be limited to the following:

- The Town and the Primary Contractor cannot agree on the cost/scope of the Project.
- The Primary Contractor cannot perform the Work in the specified timeframe.
- The Primary Contractor does not respond to the Work Order Proposal in the stated timeframe.
- The Project Manager determines that the Primary Contractor has too much Work
- There is insufficient capacity remaining in the Primary Contractor's Contract.
- The Primary Contractor has failed to successfully perform on previous Work Orders or under other Contracts with the Town.

The determination on using the Secondary Contractor shall rest solely with the Project Manager and the Town.

The Town will utilize a Work Order process for issuing Work under the Contract. However, where the Project Manager determines that the Work to be performed falls within either the Emergency or Critical Repair categories, as defined by the Contract the Project Manager may issue a Notice To Proceed in writing that the Contractor proceed with the Work. Where an emergency situation

exists, which affects life/safety that does not allow time to issue written notice to proceed, the Project Manager shall issue a verbal Notice to Proceed and follow up as soon as possible with written verification.

The Project Manager will provide the Contractor with appropriate information in order for Contractor to develop a Proposal, which will include the scope of work and, the timeframe for completing the Project, and available drawings (if any), and any additional contract terms and conditions specific to the Project, including but not limited to additional insurance, liquidated damages, etc. The Contractor will also be provided a deadline to respond to the Project Manager concerning the Project.

The Contractor is responsible to visit the site, review any drawings and scope of work, and the site conditions. The Contractor is required to respond to the Project Manager, within the specified timeframe, with a Price Proposal and confirmation that they can perform the Work in the stipulated timeframe. The Price Proposal must include a breakdown of the maximum number of labor hours by trade classification to perform the Work and the maximum estimated cost of materials and equipment required to perform the Work in accordance with the contract Price Schedule. The Project Manager will review any recommended revisions and in its sole discretion accept or reject, in writing, the proposed revisions.

Upon written acceptance of the Work Order Proposal, the Project Manager will issue a written Work Order and/or Notice to Proceed for the Project. Where the Contractor rejects the Proposal or where the Contractor fails to respond within the stipulated timeframes the Project Manager may award the Project to another Contractor, or utilize other means available to the Town. Contractor shall not commence any Work without receiving a written Work Order and/or Notice to Proceed from the Town.

6. Town Furnished Drawings

The Town, in its sole discretion, may furnish design drawings. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of any Town provided drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor.

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

The Contractor shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

7. Access to Utilities

The Contractor is responsible for providing power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities sources necessary to perform the Work. The ability of the Town to make utilities available to the Contractor shall not form any basis for a change order of claim by the Contractor.

8. Authority of the Project Manager

The Town Manager hereby authorizes the Project Manager designated in the Work Order to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manage will follow up in writing, as soon thereafter as is practicable.

The Project Manager shall 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 shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract Documents.

The Project Manager will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

END OF SECTION

SECTION IV
PROPOSAL PACKAGE AND REQUIRED FORMS

PRICE PROPOSAL FORM

RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED	
Hourly Rate – During Normal Operating Hours	
Master Electrician	$
Journeyman/Supervisor	$
Apprentice/Helper	$
Laborer	$
Hourly Rate – After Normal Operating Hours **(SEE NOTE #1 BELOW)**	
Master Electrician	$
Journeyman/Supervisor	$
Apprentice/Helper	$
Laborer	$
Additional Hourly Rates	
Bucket Truck – Daily operations, less than 50’	$
Bucket Truck – Minimum 50’, on call or emergency	$
Crane – for 30’ & 40’ light poles	$
Parts and Materials Mark-Up **(SEE NOTE #2 BELOW)**	
Percentage **(NOT TO EXCEED 10%)**	%

NOTES:

1 After normal operating hours price shall not exceed two times that of the normal operating hours price.

2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

-Continued on next page-

CONTINUED -- PRICE PROPOSAL FORM

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

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

Signature: _____

Printed Name/Title: _____ Email Address: _____

Town/State/Zip: _____

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 proposals 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 proposals 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 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 Proposal 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

RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED

ADDENDUM ACKNOWLEDGEMENT FORM

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

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 RFP

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

INSERT NARRATIVE PROPOSAL – REFERENCE SECTION II, ITEM 3 (“PROPOSAL FORMAT”) FOR REQUIREMENTS

FIRM'S QUESTIONNAIRE

This Questionnaire *must* be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable, in such instances insert "N/A".

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

   a. Professional Licenses/Certifications (include name and number)* Issuance Date

   _____ _____

   _____ _____

   _____ _____

   b. Date company licensed by the State of Florida or Miami-Dade County: _____

   c. State and Date of Incorporation: _____

   c. What is your primary business? _____
   (This answer should be specific)

   d. Name of Qualifier, license number, and relationship to company:

   _____

   e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

   _____

   _____

2. Name and Licenses of any prior companies:

   Name of Company License No. Issuance Date

   _____

_____

3. Type of Company (circle one):

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
		☐	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

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 **(Attach Firm's current Certificate of Liability Insurance)**

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.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }

} SS:

COUNTY OF MIAMI-DADE }

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

State of _____ }

} SS:

County of _____ }

_____ being first duly sworn, deposes and says that:

a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

_____ By:_____

Witness

_____ _____

Witness (Printed Name)

_____(Title)

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, will 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)

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }

} SS:

County of _____ }

_____ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____

Witness

_____

(Printed Name)

_____

(Title)

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 _____, 20___.

My Commission Expires:

_____

Notary Public State of Florida at Large

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

_____	_____
BUSINESS NAME	FIRM'S SIGNATURE

END OF SECTION

SAMPLE AGREEMENT

AGREEMENT

between

THE TOWN OF MIAMI LAKES

and

FIRM NAME HERE

for

RFP No. _____

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016 by and between _____, a Florida corporation with principal offices at _____ (the "Contractor"), and the Town of Miami Lakes, a municipal corporation in the State of Florida, with a principal office located at 6601 Main Street, Miami Lakes, FL 33014 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on January 7, 2016, the Town issued Request for Proposals ("RFP") No. _____ which includes the General Terms and Conditions of the RFP, Special Conditions, Technical Specifications and Exhibits, Bid Forms, and associated addenda, which are collectively referred to as the "RFP _____" and which is attached hereto and incorporated herein as **Exhibit "A"**; and

WHEREAS, on _____ 2016, the Contractor submitted a response to RFP No. _____, hereinafter referred to as the "Contractor's Proposal," and the terms of which are incorporated herein by reference and which is attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, the aforementioned Exhibits "A" and "B" shall collectively be referred to as the "Contract Documents" and are specifically incorporated into this Agreement; collectively this is the "Agreement;" and

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the terms and conditions of RFP No. _____, which includes the Notice to Proposers, Submission of a Response, Scope of Work, Response Format, Evaluation/Selection Process, Terms and Conditions, Price Proposal, Required Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Contractor shall deliver materials and/or provide services in accordance with the terms of RFP 2016-21, attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

2. The Town agrees to make payment in accordance with the terms of RFP No. _____ incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

3. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

4. 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 the Contract for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP No. _____ Section _____.

5. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

6. In the event there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

1. The terms of this Agreement;
2. Last addendum issued
3. RFP Solicitation No. _____
4. RFP Exhibits, Solicitation No. _____
5. Contractor's Proposal, Solicitation No. _____

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. Town of Miami Lakes, through its Town Manager or designee and _____, signing by and through its _____ (title of individual) duly authorized to execute same.

WITNESS/ATTEST

SAMPLE FORM ONLY, DO NOT SIGN

Signature

i. _____

Print Name, Title

FIRM NAME HERE_____

ii. _____

Signature

iii. _____

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Contractor Secretary

(Affirm Contractor Seal, if available)

ATTEST:

_____

Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

_____

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

_____

Town Attorney

Exhibit “B”

REQUEST FOR PROPOSALS

Electrical Services (As Needed)

RFP No. 2016-33

Due: June 8, 2016 at 2:00 p.m.

AUM Construction, Inc.
8950 NW 119th St., Hialeah, FL 33018 Phone 305-456-4848 Fax 786-558-7422

Table of Contents

Section 1: Qualifications and Experience

Section 2: Resources and Availability

Section 3: References

Section 4: Proposal Package

Section 1

Qualifications and Experience

a)

Our company has the personnel and resources to successfully complete the Work Orders issued through this contract. Our company has five two-man crews which enables us the ability to respond quicker to meet our client's expectations. We are accustomed to working on tight schedules that require a very fast response type especially if there are life safety concerns.

The key personnel have combined over 80 years of experience providing similar services for a variety of clients throughout South Florida which has included numerous governmental agencies, private and public entities.

We have a working knowledge of the codes, standards and regulations required to perform the services required under this contract.

b)

AUM Construction, Inc. is a State of Florida Licensed Electrical Contractor. We have provided these services since 2006.

Additionally, the Qualifier of the firm is a Certified General Contractor.

c)

Resumes of key personnel:

Resumes of Key Personnel

Humberto C. Ortiz, CGC

Qualifier

Mr. Ortiz have over fifteen years of experience in a management capability. He manages contracts, projects and works closely with all Project Managers, Supervisors and Field Personnel to ensure that each project is successfully completed on time and within the budget.

Mr. Ortiz current and individual Project Experience Includes:

Village of Key Biscayne Street Lighting, Key Biscayne, FL. Project consists of street lighting installation and maintenance as well as retrofits to LED.

American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL. Maintenance of camera systems.

NW 103 Street, Miami, FL. Installation and maintenance of 20 miles of street lighting.

Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL. This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern. Supervised Maintenance of over 20,000 street lights for over twelve years.

SW 328 Street, Homestead, FL. Installation and maintenance of street lighting along SW 328 Street.

Red Light Enforcement Cameras Various Municipalities, Broward County-wide, FL. Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems and wireless communication system.

Red Light Enforcement Cameras, Various Municipalities, Palm Beach County-wide, FL. Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems, and wireless communication system.

Reversible Lane Control Signal System Improvements, Miami-Dade County Public Works Department, FL. Installation of reversible lane control signs on 22 gantries including CCTV cameras, fiber optic cables, controllers, testing, and integration with the Miami-Dade Traffic Control Center. Also included integration of a new central control equipment with County specified software.

Education and Credentials:

AA in Arts
Miami Dade Community College
1997

BA of Arts in Political Science
Florida International
University 1998

Advanced Certificate in Project Management
Florida International
University 2004

Professional Certificate in Accounting and Finance Florida International University 2004

State Certified Master Electrician

State Certified General Contractor

IMSA Traffic Signalization
Level I & II
IMSA Traffic Safety Technician
IMSA Roadway Lighting Specialist
Level I
IMSA Work Zone Safety Certificate Specialist

Advanced Traffic Management System, Miami-Dade County Public Works, FL. Installation and or modification of traffic controller firmware and communication at various locations.

FDOT Push Button Construction Contract, FIN#414477-3-52-01. Traffic Operations, Miami-Dade County, FL. Traffic operation project and miscellaneous construction at various locations throughout Miami-Dade County including installation of Mast Arm and Sign Structures, Vehicular and Pedestrian Detection systems, Sidewalks and curbs, Milling and Resurfacing

Humberto C. Ortiz, CGC

Qualifier

FDOT Push Button Construction Contract, FIN#250566-5-52-01, Traffic Operations, Monroe County, FL. Traffic operation project and miscellaneous construction at various location throughout Monroe county including installation of Mast Arm and Sign Structures, Vehicular and Pedestrian Detection systems, School Flashers, Fire Station Wireless Preemption work, Sidewalks and curbs, Milling and Resurfacing

Red Light Enforcement Cameras, Various Municipalities, Miami-Dade County-wide, FL. Installation of CCTV cameras, red light enforcement cameras, poles, Vehicular Detection systems and wireless communication systems throughout Miami-Dade County.

Ramon Reyes
Vice President

Mr. Reyes has over thirty years or experience managing and providing services that include: computerized traffic control, electrical work, roadway signing, drainage, fencing, grading, Intelligent Transportation Systems (ITS), traffic signals, upgrades pedestrian ramps, roadway lighting maintenance and installation, concrete sidewalks, curbs and gutters. Mr. Reyes coordinates all field work, schedules the crews and is responsible to optimize efficiency and minimize job costs.

Mr. Reyes current and individual Project Experience Includes:

Village of Key Biscayne Street Lighting, Key Biscayne, FL. Project consists of street lighting installation and maintenance as well as retrofits to LED.

SW 328 Street, Homestead, FL. Installation and maintenance of street lighting along SW 328 Street.

American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL. Maintenance of camera systems.

NW 103 Street, Miami, FL. Installation and maintenance of 20 miles of street lighting.

Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL. This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

Miami-Dade County, Various locations throughout Miami, FL. Management of Miami-Dade County Project # 662431 Roadway Lighting Maintenance Pilot Program.

Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL. Highway Lighting Maintenance.

Miami-Dade County Roadway Maintenance Contract #1, #2, #3. Miami-Dade County, FL.

Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL. Road Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits.

Education and Credentials:

Certified Journeyman Electrician

ATSSA Florida Advanced Work Zone Traffic Control

IMSA Traffic Signal Senior Field Technician Level III

IMSA Traffic Signals Level I

IMSA Traffic Signals Level II

IMSA Roadway Lighting Specialist Level I

City of Weston Roadway Lighting project, Weston, FL. Supervised installation of 600 roadway lights.

Florida Department of Transportation District Six, Key Biscayne, FL. Contract for Crandon Blvd. Roadway Lighting.

City of Miami Flagler Roadway Lighting Downtown Miami, FL. Project included the roadway lighting along a corridor of Flagler.

Ramon Reyes
Vice President

City of Hialeah and Hialeah Gardens, FL. Project included over 200 pole Roadway Lighting system installation with the cities of Hialeah and Hialeah Gardens.

NE 151 St Roadway Lighting, Miami, FL. Project included roadway lighting from NE 151 street from US1 to Florida International University's Biscayne Campus.

Miami-Dade Roadway Lighting Modification Contract #1, #2, #3., Miami-Dade County, FL.

Assessment, repairs, and restorations of Miami-Dade County, FL. Project consisted of Roadway Lighting system after Hurricane Andrew.

Conversion to High Pressure Sodium Lamp for 15,000 light fixtures, Miami, FL. Rewiring and replacement of Roadway Lighting in Miami Beach, in the area between Collins Avenue and 79th Street

Coral Way Project from SR 826 to SW 57th Avenue, Miami, FL. Replacement and new installation of Roadway Lighting.

City of Key Biscayne Roadway Lighting project, Key Biscayne, FL. Roadway lighting project with 156 luminaries.

Installation of new Roadway Lighting, Hialeah, FL.

Emerio Pineiro

Master Electrician

Mr. Pineiro is a master electrical with over twenty years of experience. Mr. Pineiro is proficient in preforming electrical installations, maintenance and repairs in roadway lighting. He is knowable in all areas of the national electrical code and excels in analyzing and solving problems with various electrical controls.

Mr. Pineiro's current and individual Project Experience Includes:

Village of Key Biscayne Street Lighting, Key Biscayne, FL. Project consists of street lighting installation and maintenance as well as retrofits to LED.

SW 328 Street, Homestead, FL. Installation and maintenance of street lighting along SW 328 Street.

NW 103 Street, Miami, FL. Installation and maintenance of 20 miles of street lighting.

Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL. This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL. Highway Lighting Maintenance.

Florida Department of Transportation District Six, various locations throughout Miami-Dade County, FL. Road Lights maintenance contract for Interstate I-95, I-75, SR-826, SR-836, SR-112, SR-195, SR-924, SR-874, SR-878 within Miami-Dade County limits.

City of Weston Roadway Lighting project, Weston, FL. Supervised installation of 600 roadway lights.

City of Miami Flagler Roadway Lighting Downtown Miami, FL. Project included the roadway lighting along a corridor of Flagler.

Miami-Dade County, Various locations throughout Miami, FL. Management of Miami-Dade County Project # 662431 Roadway Lighting Maintenance Pilot Program.

Education and Credentials:

IMSA Roadway Lighting Specialist Level I
Work Zone Safety Specialist

Traffic Signal Certification Program Traffic Signal Field Electrician Level II
Traffic Signal Inspector

Master Electrical
Fiber Optics for Intelligent Transportation System Levels I & II

State of Florida Electrical Contractor

American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL. Maintenance of camera systems.

Juan Mario Aracil

Office Manager

Mr. Aracil has over thirty years of experience. Currently Mr. Aracil is responsible for accounts payables, receivables, payroll, monitoring job costs and scheduling. Mr. Aracil has served as an electrician, foreman, and crew leader for various size projects throughout S. Florida.

Mr. Aracil's current and individual Project Experience Includes:

American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL. Maintenance of camera systems.

NW 103 Street, Miami, FL. Installation and maintenance of 20 miles of street lighting.

Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL. This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

Village of Key Biscayne Street Lighting, Key Biscayne, FL. Project consists of street lighting installation and maintenance as well as retrofits to LED.

SW 328 Street, Homestead, FL. Installation and maintenance of street lighting along SW 328 Street.

Black Point Marina, Miami, FL.

ZooMiami, Miami, FL

Homestead Marina, Homestead, FL

Coral Gables Middle School, Coral Gables, FL.

Miami Springs Street Lighting, Miami Springs, FL.

City of Aventura Street Lighting, Aventura, FL.

Miami-Dade County Department of Public Works Street Lights Monitoring System Contract, Miami-Dade County, FL.

Port of Riviera Lighting Project. West Palm Beach, FL

Education and Credentials:

BA in Electrical Engineering
Havana University 1982

Master of ISO 9000

BS in Theology
Havana University

Certified by Underwriters Laboratories in UL508A Industrial Control Panels

OSHA Certified in Construction Safety and Health

Licenses

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.
278 ATLANTIC AVENUE
SUNNY ISLES FL 33160

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13006202 ISSUED: 07/23/2014

CERTIFIED ELECTRICAL CONTRACTOR
ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407230000357

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13006202	ADDITIONAL BUSINESS QUALIFICATION

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.
278 ATLANTIC AVENUE
SUNNY ISLES FL 33160

ISSUED: 07/23/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407230000357

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.
278 ATLANTIC AVENUE
SUNNY ISLES FL 33160

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1521373 ISSUED: 07/30/2014

CERTIFIED GENERAL CONTRACTOR
ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1407300001909

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1521373	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

ORTIZ, HUMBERTO CARLOS
AUM CONSTRUCTION INC.
5875 SW 21ST STREET
WEST PARK FL 33023

ISSUED: 07/30/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1407300001909

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
ER13015126

The ELECTRICAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016
(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

PINEIRO, EMERIO
SPEED POWER ELECTRICAL CORP
1210 W 33 ST
HIALEAH FL 33012

ISSUED: 06/21/2015

DISPLAY AS REQUIRED BY LAW

SEQ # L1506210000386

Certifications & Training

Certificate of Completion

is hereby awarded to:

RAMON REYES

FOR SUCCESSFUL COMPLETION OF THE TRAINING COURSE:
CONTROL TECHNOLOGIES DC552A, DC660AX TRAFFIC CONTROL OPERATION AND
BI TRAN SYSTEMS INC. 233 DA CONTROLLER SOFTWARE

AWARDED THE 9TH OF OCTOBER 2013

CONTROL TECHNOLOGIES

BI Tran Systems

Bryan Kaeser Technical Support Manager

CAMBRIDGE ENGINEERING INC

MIAMI DADE COUNTY FLORIDA

CERTIFICATE

This is to certify that: **RAMON REYES**

SS# --- -- 6050. Who has successfully met the requirements of the courses in National Electrical Code. NEC- 2011, Chapter 9 Florida Building Code, Chapter 10 of the Code of Miami-Dade County and Florida Statute 713 (Construction Lien Law) Continuing Education (total 16 hours). Course Numbers: D093-001,-006, -007

As prescribed by the MIAMI-DADE COUNTY CONSTRUCTION TRADES QUALIFYING BOARD

Is hereby presented this Certificate of Completion on this 23RD of January 2016

Joseph A. Jiménez, P.E.
Instructor- Principal

International Municipal Signal Association

Roadway Lighting Certification Program

Be It Known That

EMERIO PINEIRO

is hereby certified as a

Roadway Lighting Specialist Level I

by completing all requirements and examination

for Certification on this 12 day of May, 19 98

Certificate Number

RR270078

Marilyn E. Laurence
Executive Director

CERTIFICATE

OF COMPLETION

Fiber Optics for Intelligent Transportation Systems

Level I

This is to Certify that

Emerio Pineiro

has completed two days of classroom training on the proper design, installation and testing procedures of fiber-optic intelligent transportation systems. The content consisted of instruction on physical plant including theory, components, installation and testing disciplines; system design including loss budgets, topologies, standards, systems overview, and component integration; and video transmission, real-time video, video over IP, traffic controllers and control systems, and next-generation systems.

The LIGHT BRIGADE
Your Fiber Optic Resource.

I·M·S·A PUBLIC SAFETY 1896

MODERATOR

October 14-15, 2011 *CS111004-1*

COURSE NUMBER AND COMPLETION DATE

CERTIFICATE

OF COMPLETION

Fiber Optics for Intelligent Transportation Systems

Level II

This is to Certify that

Emerio Pineiro

has successfully completed the sixteen hours of hands-on training required for Level II certification. The exercises consisted of fiber optic splicing, plus cable, patch panel and closure preparation. Testing and maintenance exercises included acceptance and span testing, measuring reflections and splice losses, connector inspection and cleaning, link loss and optical power measurements, and testing and troubleshooting a fiber optic CCTV link.

The LIGHT BRIGADE
Your Fiber Optic Resource.

I·M·S·A PUBLIC SAFETY 1896

MODERATOR

October 16-17, 2011 *CS111004-2*

COURSE NUMBER AND COMPLETION DATE

Miami Senior Adult and Community Education Center

Miami-Dade County Public Schools
Awards this

Certificate of Completion

to

EMERIO PIÑEIRO

who has successfully met the requirements
of a course in

JOURNEYMAN ELECTRICIAN NEC-2002 PART I

as prescribed by the
Bureau of Adult/Vocational, Alternative and
Dropout Prevention Programs

on this 19th day of December, 2002

Principal

Instructor

International Municipal Signal Association

Work Zone Safety Certification Program

Be It Known That

EMERIO PINEIRO

is hereby certified as a

Work Zone Safety Specialist

by completing all requirements and examination

for Certification on this 20 day of May, 19 98

Certificate Number
ZZ26365

Executive Director

Miami Senior Adult and Community Education Center

Miami-Dade County Public Schools
Awards this

Certificate of Completion
to

EMERIO PIÑEIRO

who has successfully met the requirements
of a course in

JOURNEYMAN ELECTRICIAN - ELECTRICAL CODE Part II

as prescribed by the
Bureau of Adult/Vocational, Alternative and
Dropout Prevention Programs

on this 17th day of April, 2003

Principal

Instructor

Section 2

Resources and Availability

a) Similar Projects

Village of Key Biscayne Street Lighting, Key Biscayne, FL. Project consists of street lighting installation and maintenance as well as retrofits to LED.

American Traffic Solutions Red Light Cameras, various locations throughout Miami-Dade County, FL. Maintenance of camera systems.

NW 103 Street, Miami, FL. Installation and maintenance of 20 miles of street lighting.

Miami-Dade County Streetlight Maintenance Contract, various locations throughout Miami-Dade County, FL. This is a push-button contract the is to provide on-going as needed street light maintenance. Work orders as issued simultaneously and require a fast, responsive turnaround a dark streets cause a public safety concern.

SW 328 Street, Homestead, FL. Installation and maintenance of street lighting along SW 328 Street.

b) Management plan, staffing configuration and safety protocols.

AUM Construction, Inc. has established protocols to follow for all contracts. The steps we will follow for this type of as-needed contract typically are as followed – they do vary depending on the scope of the Work Oder:

- Receive a Work or Task Order from the Town of Miami Lakes
- Conduct a site visit to verify the project scope and existing conditions
- Negotiate the Fee
- Upon signed Notice to Proceed for Work Order
- Assign the project to a “Team”
- Schedule the work to accommodate the client’s deadline

We have sufficient personnel to enable us to handle multiple Work Orders simultaneously.

Our company has monthly TookBox Safety Talks to update the crews on the current OSHA requirements and go over safety guidelines. We also provide safety leaflets and posters. When available we include webinars. We also conduct internal Safety spot checks at our projects to ensure that all safety guidelines are being followed which includes at a minimum protective eyewear, helmets, harnesses, steel toed boots and gloves.

Depending upon the equipment to be used the personnel are given safety demonstrations to ensure that everything is understood and that all safety protocols are being followed.

c) Equipment and services at the firm's disposal.

2006 Freightliner Bucket 55' Bucket Truck
2007 Freightliner 55- Bucket Truck
2006 Ford Dump Truck
2015 Kubota Excavator
2000 John Deere Backhoe
2008 Sterling 28 Ton National Crane
2000 Ingersoll Rand Air Compressor
2005 Ford Tool Box Truck
2010 8 Tone Trailer
2000 20 Ton Trailer
2000 Pole Trailer
1995 Wire Trailer
2000 Vemeer 24 x 40 Direction Bore Machine

Services provided include electrical contracting services.

Section 3

References

References

Town of Miami Lakes
Elia Nunez, Director of Public Works
6601 Main Street, Miami Lakes 33014
305-364-6100
nuneze@miamilakes-fl.gov
12/2014 to Present

Village of Key Biscayne
Tony O. Brown, Public Works Superintendent
88 West McIntyre Street, Key Biscayne, FL 33149
305-365-7568
tbrown@keybiscayne.fl.gov
05/2015 to 05/2016

Miami-Dade County
Oscar Rubio, Traffic Signals & Signs Division
111 NW 1st Street, 16th Floor, Miami, FL 33128
305-598-8925
Opr@miamidade.gov
03/2015 to 03/2016

Florida Department of Transportation
Mackendy Philippi, Project Administrator
FDOT District 4 Broward Operations
5548 NW 9 Ave., Fort Lauderdale, FL 33309
954-958-7693
Mackendy.Philippi@dot.state.fl.us
03-2015 to 02/2016

H&R Paving, Inc.
Abe Rodriguez, President
1955 NW 110 Ave., Miami, FL 33172
305-261-3005
abe@hrpaving.com
07/2014 to 02/2016

Section 4

Proposal Package

PRICE PROPOSAL FORM

RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED	
Hourly Rate – During Normal Operating Hours	
Master Electrician	$ 38.00
Journeyman/Supervisor	$ 35.00
Apprentice/Helper	$ 30.00
Laborer	$ 20.00
Hourly Rate – After Normal Operating Hours **(SEE NOTE #1 BELOW)**	
Master Electrician	$ 38.00
Journeyman/Supervisor	$ 35.00
Apprentice/Helper	$ 30.00
Laborer	$ 20.00
Additional Hourly Rates	
Bucket Truck – Daily operations, less than 50’	$ 50.00
Bucket Truck – Minimum 50’, on call or emergency	$ 50.00
Crane – for 30’ & 40’ light poles	$ 60.00
Parts and Materials Mark-Up **(SEE NOTE #2 BELOW)**	
Percentage **(NOT TO EXCEED 10%)**	% 5

NOTES:

1 After normal operating hours price shall not exceed two times that of the normal operating hours price.

2 Firm will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoice must be attached to all invoices as applicable.

-Continued on next page-

Town of Miami Lakes

RFP 2016-33

Electrical Services – As Needed

Addendum #1

Due Date: 2:00 PM June 8, 2016

This addendum is incorporated into and made a part of the Request for Proposals ("RFP") 2016-33. The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. **Underlined and bolded** word(s) indicate additions. Deletions are indicated by strikethrough.

1. **Price Proposal – Firms shall quote the additional line item directly on this addendum form below.**

   Addition of a line item for generator connection at special events approximately 5-10 times per year. Special events include but are not limited to concerts in the park, Fourth of July event, Miami Lakes Rocks, etc.

   Fixed Fee below includes pulling required permit* from Building Department, Journeyman on-site generator connection at time specified by Town designee and meeting with inspector (typically not to exceed one (1) hour).**

   $ 500.00 **Fixed fee per event**

   *** Contractor shall not invoice for permit fee; Permit will be paid directly by the Town at cost.**

   **** If Journeyman remains on site per Project Manager's written directive, Contractor will be compensated according to the applicable hourly rate per the contract.**

   Mark-up for any applicable parts and materials will be in accordance with the applicable percentage per the contract.

The Proposer shall acknowledge receipt of this addendum by completing the applicable section of the RFP or completing the acknowledgment information below. Either form of acknowledgement must be completed and returned by no later than the date and time for receipt of the RFP Response.

Acknowledgement:

Ramon Reyes
Name of Signatory

Signature

Vice President
Title

AUM Construction, Inc.
Name of Proposer

06-06-2016
Date

Christina Semeraro, MPA, CPPB
Procurement Manager

CONTINUED -- PRICE PROPOSAL FORM

Proposer agrees to supply the products and services at the prices above in accordance with the terms, conditions and specifications contained in this RFP.

Firm's Name: AUM Construction, Inc. F.E.I.N. No.: 20-8608887

Signature: _____

Printed Name/Title: Ramon Reyes, Vice President Email Address: rr@auminc.us

Town/State/Zip: 8950 NW 119th Street, Hialeah, FL 33018

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of AUM Construction, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 1st day of July, 2014, a resolution was duly passed and adopted authorizing (Name) Ramon Reyes as (Title) Vice President of the corporation to execute proposals 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 6th, day of June, 2016.

Secretary: _____

Print: Juan Aracil

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 proposals 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 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 Proposal to which this attestation is attached.

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 6th day of June, 2016, by Ramon Reyes, who is personally known to me or who has produced personally known as identification and who (did/did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

Sydney Herrera

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

SYDNEY E HERRERA
MY COMMISSION # FF923940
EXPIRES October 04, 2019
(407) 398-0153 FloridaNotaryService.com

RFP 2016-33 ELECTRICAL SERVICES – AS NEEDED

ADDENDUM ACKNOWLEDGEMENT FORM

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

Addendum No. 1, Dated 05-16-16

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 RFP

Firm's Name: AUM Construction, Inc.

Signature: _____

Printed Name/Title: Ramon Reyes, Vice President

INSERT NARRATIVE PROPOSAL – REFERENCE SECTION II, ITEM 3 (“PROPOSAL FORMAT”) FOR REQUIREMENTS

FIRM'S QUESTIONNAIRE

This Questionnaire *must* be submitted with the Bid, The Town may, at its sole discretion, require that the Bidder submit additional information not included in the Questionnaire. Such information must be submitted within seven (7) Calendar Days of the Town's request. Failure to submit the Questionnaire or additional information upon request by the Town will result in the rejection of the Bid as Non-Responsive. Additional pages may be used following the same format and numbering. Some Information may not be applicable, in such instances insert "N/A".

By submitting this Proposal, firm certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership? 10+

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Certified General Contractor CGC 1521373 — 04-01-2013

Certified Electrical Contractor EC 13006202 — 07-23-2014

b. Date company licensed by the State of Florida or Miami-Dade County: 2006

c. State and Date of Incorporation: 01-13-2006

c. What is your primary business? Electrical Contracting Services
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Humberto Carlos Ortiz 13006202 - Qualifier

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

10 Years

2. Name and Licenses of any prior companies:

Name of Company	License No.	Issuance Date
n/a		

3. Type of Company (circle one):

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
Patricia Gonzalez	President	50%
Ramon Reyes	Vice President	25%
Juan Aracil	Secretary	25%
Humberto C. Ortiz, CGC	Qualifier	

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

Sala Furniture (Furniture Store) - Humberto C. Ortiz - President / 100%

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
Patricia Gonzalez	President	☑	☐	☐	☐
Ramon Reyes	Vice President	☑	☐	☐	☐
Juan Aracil	Secretary	☑	☐	☐	☐
Humberto C. Ortiz	Qualifier	☑	☐	☐	☐

Explanation for Other:

5. Employee Information

Total No. of Employees: 10 Number of Managerial/Admin. Employees: 4

Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

Patricia Gonzalez	President	50%
Ramon Reyes	Vice President	25%

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

No

7. Insurance Information **(Attach Firm's current Certificate of Liability Insurance)**

a. Insurance Carrier name & address: Nautilus Insurance Co./Agent: Frank H. Furman, Inc

Juan Aracil	Secretary	25%

b. Insurance Contact Name, telephone, & e-mail: Roberto Menedez, Vice President

Humberto C. Ortiz, CGC	Qualifier

c. Insurance Experience Modification Rating (EMR): 2016 - 1.00 and 2015 - 1.00
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: None

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.

None

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Roberto Menendez
PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310
E-MAIL ADDRESS: roberto@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Co	17370
INSURER B : Commerce & Industry Insurance Co	19410
INSURER C : Businessfirst Insurance Co	11697
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

AUM Construction Inc
8950 NW 119th St

Hialeah Gardens FL 33018

COVERAGES CERTIFICATE NUMBER: 2016 WC / 2015 GL/XS REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
				NN579314	12/1/2015	12/1/2016	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / RETENTION $			EBU021237400	12/1/2015	12/1/2016		$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		052111590	6/18/2016	6/18/2017	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

CERTIFICATE HOLDER

Specimen

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong

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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:

no

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. attached

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.

Equipment Valued at $3,000 or Great

2006 Freightliner Bucket 55’ Bucket Truck
2007 Freightliner 55- Bucket Truck
2006 Ford Dump Truck
2015 Kubota Excavator
2000 John Deere Backhoe
2008 Sterling 28 Ton National Crane
2010 8 Tone Trailer
2000 20 Ton Trailer
2000 Vemeer 24 x 40 Direction Bore Machine

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }

} SS:

COUNTY OF MIAMI-DADE }

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 employees 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: Ramon Reyes

Title: Vice President

Sworn and subscribed before this

6th day of June, 20 16

Notary Public, State of Florida

(Printed Name) Sydney Herrera

My commission expires: 10/4/19

SYDNEY E HERRERA
MY COMMISSION # FF923940
EXPIRES October 04, 2019
(407) 398-0153 FloridaNotaryService.com

NON-COLLUSIVE AFFIDAVIT

State of Florida }

} SS:

County of Miami-Dade }

Ramon Reyes being first duly sworn, deposes and says that:

a) He/she is the Vice President, (Owner, Partner, Officer, Representative or Agent) of AUM Construction, Inc., the Bidder that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, **owners, employees or parties in interest, including this affiant.**

Signed, sealed and delivered in the presence of:

Witness

By:

Witness

Ramon Reyes

(Printed Name)

Vice President (Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)

) SS:

County of Miami-Dade)

BEFORE ME, the undersigned authority, personally appeared Ramon Reyes 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 X executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of June, 2016.

My Commission Expires: 10/4/19

Notary Public State of Florida at Large

SYDNEY E HERRERA
MY COMMISSION # FF923940
EXPIRES October 04, 2019
(407) 398-0153 FloridaNotaryService.com

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 Ramon Reyes, Vice President
[print individual's name and title]

for **AUM Construction, Inc.**
[print name of entity submitting sworn statement]

whose business address is

8950 NW 119th St., Hialeah, FL 33018

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8608887

(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, will 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.]**

X 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 6th day of June, 2016.

Personally known X

OR produced identification _____ Notary Public – State of Florida

_____ My commission expires 10/4/19

(type of identification)

_____

(Printed, typed or stamped commissioned name notary public)

SYDNEY E HERRERA
MY COMMISSION # FF923940
EXPIRES October 04, 2019
(407) 398-0153 FloridaNotaryService.com

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

} SS:

County of Miami-Dade }

Ramon Reyes, Vice President being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of AUM Construction, Inc., the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Ramon Reyes

(Printed Name)

Vice President

(Title)

BEFORE ME, the undersigned authority, personally appeared Ramon Reyes 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 Ramon Reyes executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of June, 20 16.

My Commission Expires: 10/4/19

Notary Public State of Florida at Large

SYDNEY E HERRERA
MY COMMISSION # FF923940
EXPIRES October 04, 2019
(407) 398-0153
FloridaNotaryService.com

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

AUM Construction, Inc.
BUSINESS NAME

FIRM'S SIGNATURE

END OF SECTION