



AGREEMENT

between

THE TOWN OF MIAMI LAKES

and

Electrical Contracting Service, Inc. (Primary)

for

RFP No. 2021-33 Electrical Services – As Needed

THIS AGREEMENT is made and entered into as of this 12th day of August, 2021 by and between Electrical Contracting Service, Inc., a Florida Corporation, with principal offices at 2375 West 77th Street, Hialeah FL, 33016 (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 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on June 1, 2021, the Town issued Request for Proposals ("RFP") 2021-33 Electrical Services – As Needed, 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 2021-33" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, on June 29, 2021, the Contractor submitted a response to RFP 2021-33 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 2021-33 Electrical Services – As Needed, 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 2021-33, 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 2021-33 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 Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2021-33 Section B3.

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. **Attorney's Fees and Costs.** In addition to any other contractual attorney's fees and costs provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, 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.

7. **Governing Law and Venue.** This Agreement 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 Agreement 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.

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

For Town:
Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
Pidermanne@miamilakes-fl.gov

With a copy to:
Nathalie Garcia
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
garcian@miamilakes-fl.gov

For Contractor:

Charles Floyd
President
Electrical Contracting Service, Inc.
2375 West 77th Street
Hialeah, FL 33016
Ecsinc25@aol.com

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

1. Last addendum issued
2. RFP Solicitation No. 2021-33
3. RFP Exhibits, Solicitation No. 2021-233
4. Contractor's Proposal, Solicitation No. 2021-33

[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 Electrical Contracting Service, Inc. signing by and through its President (title of individual) duly authorized to execute same.

WITNESS/ATTEST

Electrical Contracting Service, Inc.





Signature

Signature

Juana Miralva Sastagne OA BSR

Carlos Floyd President

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

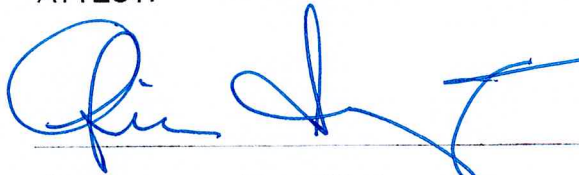
(Corporate Seal)

Consultant Secretary

(Affirm Consultant Seal, if available)

ATTEST:

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

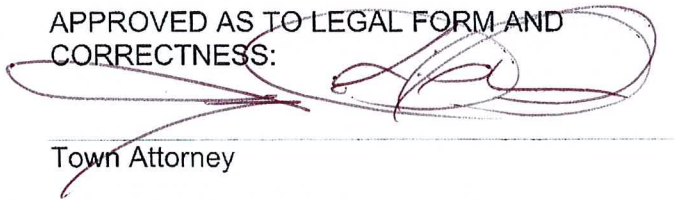


Gina Inguanzo, Town Clerk



Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:



Town Attorney

SECTION A. NOTICE TO PROPOSERS

RFP Name: Electrical Services – As Needed
RFP No.: 2021-33
Proposals Due: 11:00 AM EST, June 29, 2021

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, (“Town”) is accepting sealed Proposals from qualified and licensed contractors to provide Electrical Services to the Town on an as-needed basis (“Services”). See Exhibit A, Contract 2021-33, Section 2 for a full scope of services and additional specifications. Proposals must be submitted in the form of one (1) original and four (4) copies and one (1) flash drive for each component of the Response. Proposers must submit a Technical component and a Price component in separate sealed packages for a complete Proposal. All Proposals **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM EST on June 29, 2021**, at which time the Technical component of each Proposal will be opened. The Price component will be opened at the Evaluation Committee meeting immediately following the evaluation of the Technical component.

Copies of the RFP will only be made available on the Public Purchase and the Onvia DemandStar (“DemandStar”) website. Copies of the RFP, including all related documents can be obtained by visiting the Town’s website at www.miamilakes-fl.gov, under Current Solicitations on the Procurement Department page, on Public Purchase’s website at www.publicpurchase.com, or at DemandStar’s website at www.demandstar.com. If you use Public Purchase or DemandStar it is strongly recommended that you register with them to receive notifications pertaining to this solicitation.

A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Possess a current valid State of Florida Electrical Contractor license; and
2. Have provided electrical services similar to those specified herein for a minimum of five (5) years demonstrated through three (3) different verifiable client references utilizing Form CRL – Client Reference Letter.

The Town will consider a Proposer 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 Proposal 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.

A3. CONE OF SILENCE:

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 certain communications concerning the substance of RFP’s, RFQ’s or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Proposal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

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REQUEST FOR PROPOSAL
ELECTRICAL SERVICES – AS NEEDED

RFP NO. 2021-33



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: June 1, 2021
CLOSING DATE: 11:00 AM EST, June 29, 2021

EXHIBIT A
ELECTRICAL SERVICES – AS NEEDED RFP 2021-33

SECTION B. PROJECT OVERVIEW

B1. SCOPE OF 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

See Exhibit A, Contract 2021-33, Section 2 for a full scope of services and additional specification. Should there be any discrepancy between this Section and Section 2 of the Contract, then the Contract provisions shall govern.

B2. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

B3. COST ADJUSTMENTS

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.

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.

B4. CONTRACTOR RESPONSIBILITIES

- a. 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.
- b. 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.
- c. 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 B4(b) above) is by choice and charges for such work shall be billed at the "regular" rate.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. Firm shall utilize energy management system(s) interfaced with Town electrical systems.
- i. 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.
- j. 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 ensure 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.
- k. Firm must check-in and check-out with the Project Manager when servicing Town property.

- l. Firm shall not charge travel time for any service, emergency, or routine.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. Subcontracting of the work is not permitted under this contract.

B5. PERSONAL 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:

- a. Master Electrician shall have a minimum of seven (7) years of experience.
- b. Journeyman shall have a minimum of five (5) years of experience.
- c. Apprentice shall have a minimum of two (2) years of experience working directly with a Journeyman.

B6. PERSONAL CLASSIFICATIONS

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.

B7. 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.

B8. 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.

B9. 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 Manager 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 C. SUBMISSION OF A PROPOSAL

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

This Request for Proposal (“RFP”) consists of two parts; a technical component (“Technical”) and a Price component (“Price”), both of which when combined constitute the Proposer’s Proposal (“Proposal”). Proposers submitting a Proposal in response to this RFP must submit both the Technical and Price components. Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFP No. 2021-33

Electrical Services – As Needed

Sealed, written Proposals 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 Section A of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Proposals received at any other location than the Town Clerk’s Office or after the Proposal due date and time will be deemed non-responsive and will not be considered.**

Only one (1) Proposal from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Proposal submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Proposal may not be a subcontractor on another Proposal submitted under this RFP. Proposals from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications (“RFI”) in accordance with the “Cone of Silence” requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer’s name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the proposal due date**. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town’s Procurement webpage and on DemandStar and it is the Proposer’s sole responsibility to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town’s webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. PRICE COMPONENT

The Price Proposal Form, Form PP, requires that Proposers provide pricing for each line item listed on the Form.

The Price component of the Proposal will be opened at the Evaluation Committee meeting immediately following evaluation of the Technical components. The Price component score will be incorporated into the overall rating and ranking of the Proposals.

The Town reserves the right to negotiate the final Contract Price should that be deemed in the best interest of the Town.

C5. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFP by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C6. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

C7. CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

C8. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFP without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Proposal 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 Proposer 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 Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C9. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

C10. ESTIMATED QUANTITIES

The quantities stated on the Form PS – Price Sheet are solely estimates of what the Town anticipates its needs are for the first month of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C11. ADDITIONAL LINE-ITEM PRICING

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

C12. DISQUALIFICATION/REJECTION OF PROPOSALS

This RFP requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Proposal as non-responsive. Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Proposal as non-responsive.

The Town reserves the right to disqualify Proposals before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to cancel this RFP and reissue another for the same or similar services.

Throughout the RFP, the phrases “must,” “will,” and “shall” denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Proposal from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Proposal when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFP.

Any Proposal submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C13. PROPOSER'S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Proposal or in providing any information requested by the Town in connection with this RFP are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Proposal, remaining in compliance with the RFP and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C14. DUE DILIGENCE/INSPECTION OF SITE

Proposers should carefully examine all Contract Documents and the site of the proposed Work, if applicable, before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the performance of the work in accordance with the requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, nor will such pleas be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

C15. EXECUTION OF PROPOSAL

The Proposal must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Proposal as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Proposal may result in the Proposal being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Proposal.

Proposer acknowledges and agrees that submitting its Proposal to this RFP does not constitute an agreement or contract with the Town.

C16. CERTIFICATION OF ACCURACY OF PROPOSAL

Proposer, by virtue of submitting its Proposal, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Proposal are true and accurate.

Any Proposer who submits in its Proposal 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.

C17. 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 Evaluation 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 Evaluation Committee.

C18. 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 D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Proposal, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFP, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. See Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. LOCAL PREFERENCE

This RFP is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

D5. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Proposal is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

D6. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Proposals. After the submittal of its Proposal, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

D7. KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Proposal being rejected and not considered for award.

D8. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D9. PUBLIC RECORDS

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

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Proposal 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.

D10. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Proposal or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Proposal that includes such an entity or affiliate will be deemed non-responsible and the Proposal will not be considered.

D11. NONDISCRIMINATION

Proposer 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, Proposer 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.

D12. CONTINGENT FEES

Proposer 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 a contract.

D13. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL

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

Attachment A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

D14. TIE BIDS – DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Proposals by the Evaluation Committee.

Should a tie in the ranking of Proposals occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D15. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

D16. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer’s Proposal:

D16.01. COLLUSION

The Proposer must include in its Proposal, in the applicable section of its Proposal, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Proposal being deemed non-responsive.

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

The Proposer must certify that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any Town department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer 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 Proposals where collusion may have occurred.

D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town’s elected officials or staff using Form PR included in this RFP.

D16.03. CONFLICT OF INTEREST

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or 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. Proposers must complete and submit Form COI with its Proposal.

Proposer must include as part of its Proposal a detailed statement describing any relationships; professional, financial, or otherwise that it may have with the Town, its elected or appointed officials, its employees, or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial, or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Proposal being deemed non-responsive.

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.

D16.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Proposal, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward, or gift, directly or indirectly by any member of the Proposer's firm.

D16.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Proposal. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

D16.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Proposal to attest to their compliance with Section 287.133, Florida Statutes. 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 proposal 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. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

END OF SECTION

SECTION E. INSTRUCTIONS FOR PREPARING A PROPOSAL

Proposer's Proposal to this RFP must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Proposal non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Proposals utilizing the same format outlined below in Section E1.03. Each section of the Proposal as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Proposal. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Proposal complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Proposal. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Proposal.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Proposal.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Proposal.

3 Qualifications and Experience

Proposer must provide the following documentation and be capable of meeting the Contract bonding and insurance requirements to be considered responsive to the RFP.

- a. Clearly describe the ability to perform the scope of services proposed.
- b. Provide resumes for all of firm's employees that will be used in providing the services specified herein, including information about licenses, certifications, and trainings.

4 Resources and Availability

Proposer must complete and submit the following for this section of its Proposal.

- 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.

5 References

Proposer shall provide at least five (5) different Form CRL – Client Reference Letters that the Proposer has provided similar services to in the past three (3) years. Governmental references are preferred.

7. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Form must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non-Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form PR – Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE – Contract Execution Form

E1.02. PRICE COMPONENT OF THE RFP:

1. Submission of Price Proposal

Proposers must complete Form RFP-PP for the Price component of the RFP.

The Proposer will be solely responsible for all costs to complete the Project, except where costs are covered as reimbursable costs under the Contract, or result from Town directed changes, or changes resulting from hidden/unforeseen conditions.

The Price component must be submitted in a ***separate sealed envelope*** concurrent with the submittal of the Technical component, utilizing the Price Proposal Form contained in the RFP.

The Price submitted in the Proposal must be based upon and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the mobilization/start-up, construction, and Project close-out. The Price component, in addition to all direct and indirect costs and expenses, must include all other costs and expenses including but not limited to such costs as the Proposer's general, administrative, and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs, including labor burden; insurance and bond costs; cost of equipment, material, tools and transportation; and operating margin (profit).

Options, if any included as part of the Price component must be priced by the Proposer for the Proposal to be considered responsive.

Reimbursable Costs: The Town's permit fees are not to be included within the Price component. Other fees such as Miami-Dade County WASD connection fees are also not to be included in the Price component. The Town will reimburse the Successful Proposer for the Town's permits and regulatory fees and Miami-Dade County WASD connection fees. All other permit and other fees, such as those assessed by Miami-Dade County, FPL, etc. are to be included as part of the Price Component.

The Price Proposal is submitted for the purposes of determining the Successful Proposer. The Town, at its sole discretion, may conduct further negotiation to determine the final value of the Contract to be awarded.

2. Price Proposal Errors

Where the Price Proposal form, Form PP, has erasures or corrections, the Proposer must initial each erasure or correction in ink. In case of unit Price Proposal items, if an error is committed in the extension of an item, the unit price as shown on the Price Proposal Form will govern. Errors between any sum, computed by the Proposer and the correct sum will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written word. Use of any other forms will result in the rejection of the Proposal as non-responsive.

3. Schedule of Values Submittal

Proposer must provide a proposed Schedule of Values for the Construction of the Project. The Schedule of Values will be broken down only to trade categories, such as drainage, roadway, striping, landscaping, etc. The proposed Schedule of Values should include major/critical subtask but should not include all of the subtasks. At a minimum, the information must include the trade category, and the estimated cost of the Work. Where a discrepancy exists between the trade category's estimated cost of work and the percentage shown in the subcontract list the trade category estimated percentage of the total work will prevail.

4. Cost and Pricing Data

The Town will require the Successful Proposer to provide, for itself, and Subcontractor(s), prior to commencement of any Work the raw labor rates, burden rates, and fully loaded labor rates by labor classification certified as accurate by an officer of the company to be used in determining and change orders that may occur as a condition precedent to execution of a Contract.

The Town may require that supporting documentation be submitted to support the information provided and such rates may be subject to negotiation by the Town.

The forms for submission of portions of the information contained above are included as part of the RFP and are also available on the Town's website. Where the Town does not provide specific forms to be utilized the Proposer must provide the information in a format acceptable to the Town.

5. Subcontractor/Subconsultants/Supplier Pricing Information

Proposers are expressly prohibited from substituting Subconsultant or Subcontractors projected to perform five percent (5%) or more of the over-all Work as stated in the RFP. Such substitution, for any reason, after receipt of the Proposal, and prior to award by the Town, will result in disqualification of the Proposal from further consideration for award.

6. Evaluation of Price Proposal Documents

Proposers must submit pricing for all line items in the Price Proposal. Failure to provide pricing for all three (3) Phases of the Project will result in a Proposal being deemed non-responsive. Phase III of the Project will be awarded at the sole discretion of the Town prior to the Contractor achieving Substantial Completion of Phases 1 & II, which will be constructed simultaneously.

The scoring of the Price Proposal will be based on the combined pricing submitted for all three (3) phases.

The Price Proposal will be evaluated in the following manner:

- a. For Form PP
 - i. The responsive Proposal with the lowest total Price component will be given the full weights as identified above.
 - ii. Every other Proposal will be given points proportionally in relation to the lowest price. This point total will be calculated by dividing the lowest price for by the total price of the Price Proposal being evaluated with the result being multiplied by the maximum weight for the price to arrive as a cost score of less than the full score for price.

$$\begin{array}{rclclcl} \text{Example: } & \frac{\text{Lowest Price Proposed}}{\text{Proposer's Price}} & \times & \text{Total Points} & & \\ & & & \text{for} & \text{Price} & = \\ \text{Price Score} & & & & & \end{array}$$

$$\begin{array}{r} \text{Example:} \\ \underline{\$1,650,000} \\ \\ \$2,000,000 \\ \times \\ 125 \\ = \\ 103.13 \text{ points} \end{array}$$

- b. Subcontractor Breakdown

This portion of the Price Proposal will be evaluated as part of the Qualification of the Project Team and Subconsultants.

E1.03. PROPOSAL SUBMISSION FORMAT

Proposals are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Proposal. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical component

- 1. Company Declaration
 - a. Form CPD – Company Declaration
- 2. Qualifications of Proposer
 - a. Form CQQ – Company Qualifications Questionnaire
- 3. Qualifications and Experience

4. Resources and Availability
 - a. Provide list of current electrical services contracts of similar scope and size
 - b. Describe 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.
5. References
 - a. Form CRL – Client Reference Letters
6. Forms
 - a. Form AK – Anti-Kickback Affidavit
 - b. Form PEC – Public Entity Crime Affidavit
 - c. Form NCA – Non-Collusive Affidavit
 - d. Form COI – Conflict of Interest Affidavit
 - e. Form PR – Public Relations Affidavit
 - f. Form PRA – Public Records Affidavit
 - g. Form CE – Contract Execution Form

Part B – Price component

1. Form PP – Price Proposal

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Technical components and listing of all Proposals received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Proposal includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Proposal Technical component 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.
7. Subsequent to completing its evaluation of the Technical components, the scoring for the Price component will be calculated by the Evaluation Committee and Town staff.
8. The score for each Price component will be determined in accordance with the methodology stated in Section E.
9. Town staff will then calculate the total score of each Proposal and advise the Committee of each Proposal's combined score.
10. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Proposals.
11. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own 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.
12. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
13. If the Town 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.
14. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

- | | |
|---------------------------------|-------------------|
| ➤ Qualifications and Experience | Maximum 30 points |
| ➤ Resources and Availability | Maximum 15 points |
| ➤ Client References | Maximum 15 points |
| ➤ Price Proposal | Maximum 40 points |

Total Points: 100

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

- Date Solicitation Issued: June 1, 2021
- Due Date for Submittals: June 29, 2021
- Due Diligence Period: June 29-July 2, 2021
- Evaluation Committee Meeting: July 5-16, 2021
- Evaluation Committee Award Recommendation: July 16, 2021
- Intent to Award Issued: July 16, 2021
- Town Council Award Date: August 10, 2021

EXHIBIT A – CONTRACT 2021-33



AGREEMENT
between
THE TOWN OF MIAMI LAKES
and
[CONTRACTOR]
for
RFP No. 2021-33 Electrical Services – As Needed

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2021 by and between [CONTRACTOR], a Florida _____ with principal offices at [ADDRESS] (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 (hereinafter referred to as the "Town").

WITNESSETH:

WHEREAS, on June 1, 2021, the Town issued Request for Proposals ("RFP") 2021-33 Electrical Services – As Needed, 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 2021-33" and which is attached hereto and incorporated herein as **Exhibit "A;"** and

WHEREAS, on June 29, 2021, the Contractor submitted a response to RFP 2021-33 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 2021-33 Electrical Services – As Needed, 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 2021-33, 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 2021-33 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 Contractor for two (2) additional 12-month periods. Price adjustments for renewal terms must be in accordance with RFP 2021-33 Section B3.

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. **Attorney's Fees and Costs.** In addition to any other contractual attorney's fees and costs provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees that in the event either the Town or Contractor must initiate litigation to enforce this Agreement, 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.

7. **Governing Law and Venue.** This Agreement 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 Agreement 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.

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
Pidermanne@miamilakes-fl.gov

With a copy to:
Nathalie Garcia
Procurement Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
garcian@miamilakes-fl.gov

For Contractor:

[NAME]
[TITLE]
[FIRM NAME]
[ADDRESS]
[ADDRESS 2]
[CITY, STATE, ZIPCODE]
[EMAIL]

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

1. Last addendum issued
2. RFP Solicitation No. 2021-33
3. RFP Exhibits, Solicitation No. 2021-233
4. Contractor's Proposal, Solicitation No. 2021-33

[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 [CONTRACTOR] signing by and through its _____ (title of individual) duly authorized to execute same.

WITNESS/ATTEST

[CONTRACTOR]

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

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

Gina Inguanzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

EXHIBIT A
ELECTRICAL SERVICES – AS NEEDED RFP 2021-33

EXHIBIT B
CONTRACTOR'S PROPOSAL

EXHIBIT B – OTHER EXHIBITS/FORMS



Company Profile and Declaration

Solicitation Name: _____

Solicitation Number: _____

Submitted By: _____

(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

(Street Address)

(City/State/Zip Code)

(Email Address)

(Phone Number)

Declaration

I, _____ hereby declare that I am the
Print Name

_____ of _____
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in _____ County, State of _____ on 20____.

Signature

Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature

Print Name

(Notary Seal/Stamp)



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

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

Professional Licenses/Certifications (include name and license #)*	Issuance Date
_____	_____
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantaged business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

a. FEIN/EIN Number: _____

b. Dept. of Business Professional Regulation Category (DBPR): _____

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: _____

i. Date filed: _____

ii. Document Number: _____

d. Primary Office Location: _____

e. What is your primary business? _____

(This answer should be specific)



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

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

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership



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

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

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: _____

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

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

5. Employer Modification Rating: _____

6. Insurance & Bond Information:

a. Insurance Carrier name & address:



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

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

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

7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. 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. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review’s current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.

14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

Multiple horizontal lines for text entry.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer’s knowledge.

By: _____
Signature of Authorized Officer

Date

Printed Name



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: _____

Name of Project: _____

Scope of Work: _____

Initial Value of Contract: \$_____ Is contract still active? Yes No

Final Contract Value: \$_____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: _____ Were any Contractor driven? Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

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

Name of Owner: _____

Name of individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Nathalie Garcia
Procurement Manager



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: _____

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

- 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 _____
- Addendum No. _____, Dated _____

No Addendum issued for this Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Authorized Signature: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

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

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

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

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

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

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

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

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, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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.

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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

By: _____

Title: _____

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

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (print): _____

Authorized representative (signature): _____ Date: _____



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: _____ Solicitation No.: _____

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

Authorized Signature

Date:

Print Name

Title:

CONTRACT EXECUTION FORM

This Contract _____ made this ___ day of _____ in the year ____ in an amount not to exceed \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

Date: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

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

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

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)
_____, is hereby authorized
(type name of officer)

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

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

EXHIBIT B
CONTRACTOR'S PROPOSAL

Town of Miami Lakes
 Electrical Services - As Needed
 RFP 2021-33
 Form PS - Price Sheet

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.

Item No.	Description	Estimated Quantity (Hours)	Unit Price	Extended Price
HOURLY RATE - DURING NORMAL OPERATING HOURS				
1	Master Electrician	20	35-	\$ 700-
2	Journeyman/Supervisor	20	68-	\$ 1360-
3	Apprentice/Helper	15	57-	\$ 855-
4	Laborer	15	27-	\$ 405-
HOURLY RATE - AFTER NORMAL OPERATING HOURS (**SEE NOTE #1 BELOW**)				
5	Master Electrician	25	40-	\$ 1000-
6	Journeyman/Supervisor	25	78-	\$ 1950-
7	Apprentice/Helper	20	67-	\$ 1340-
8	Laborer	20	35-	\$ 700-
ADDITIONAL HOURLY RATES				
9	Bucket Truck - Daily Operations, less than 50'	10	72-	\$ 720-
10	Bucket Truck - Minimum 50', on call or emergency	20	82-	\$ 1640-
11	Crane - for 30' & 40' light poles	30	62-	\$ 1860-
PARTS & MATERIALS MARK UP (**SEE NOTE #2 BELOW**)		Estimated Quantity (Dollars)	Percentage	Extended Price
12	Percentage (Not to exceed 10%)	\$5,000.00	9%	450- \$0.00
TOTAL PRICE AMOUNT				\$ 12,980-

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 markup in an amount not to exceed ten (10) percent. Supplier invoice must be attached to all invoices as applicable.

Firm's Name: Electrical Contractors Service Inc
 Signature: MM
 Print Name/Title: Charles Floyd - President
 Email Address: ECSINC25@AOL.COM

ELECTRICAL CONTRACTING SERVICE, INC.
Solicitation Number 2021-33
TABLE OF CONTENTS

- 1. Company Profile and Declaration.**
- 2. Company Qualification Questionnaire.**
- 3. Qualifications of Experience.**
See attached Qualification and Experience letter
See attached Bonding and Insurance Letter from Advanced Insurance Underwriters dated 6/24/2021.
Certificate of Insurance from Decision HR dated 6/17/2021, regarding worker's compensation insurance.
Certificate of Liability Insurance from Risk RSC Insurance Brokerage, Inc.

4, a, b, and c - Resources and Availability
See the attached resources and liability 4 a; 4 b; and 4c, as supplied in tab number 3.
- 4. Client Reference Letters**
See attached 5 client reference letters.
- 5. Requested Forms**
Form AK – Anti-Kickback Affidavit;
Form PEC – public Entity Crime Affidavit;
Form NCA – Non-collusion Affidavit;
Form COI – Conflict of Interest Affidavit;
Form PR – Public Relations Affidavit;
Form CE – Contract Execution Form
Addendum Acknowledgement Form
- 6. Copies of Licenses.**

1



Company Profile and Declaration

Solicitation Name: Electrical Services - As Needed

Solicitation Number: 2021-33

Submitted By: Electrical Contracting Service, Inc.

(Respondent Firms' Legal Name)

N/A

(Respondent D/B/A Name, if used for this Project)

Charles Floyd - President

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

2375 West 77th Street

(Street Address)

Hialeah, FL 33016

(City/State/Zip Code)

ecsinc25@aol.com

(Email Address)

305-556-0041

(Phone Number)

Declaration

I, Charles Floyd hereby declare that I am the
Print Name

President of Electrical Contracting Service, Inc.
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Dade County, State of Florida on 2021.

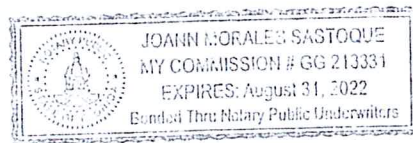
CM
Signature

Charles Floyd
Print Name

Subscribed and sworn to before me this 29 day of June, 2021.

[Signature]
Signature

JoAnn Morales Sastoque
Print Name



(Notary Seal/Stamp)

2



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

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

36

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
Electrical Contractor EC13005149 Charles Floyd	1999
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 59-2552102
- b. Dept. of Business Professional Regulation Category (DBPR): 489
 - i. Date Licensed by DBPR: 7/3/1985
 - ii. License Number: EC13005149
- c. Date registered to conduct business in the State of Florida: 7/3/1985
 - i. Date filed: 6/30/1985
 - ii. Document Number: H65188
- d. Primary Office Location: 2375 West 77th Street, Hialeah, FL 33016Elec
- e. What is your primary business? Electrical Contractor
(This answer should be specific)



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

Charles Floyd Jr EC13005149 Owner

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

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
N/A		

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Charles Floyd Jr	President	100

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

Charles Floyd Jr.	C & C Augering, Inc.	49
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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
Charles Floyd Jr	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: N/A

4. Employee Information

- a. Total No. of Employees: 9
- b. Total No. of Managerial/Admin. Employees: 2

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

Master Electrician	<u>1</u>
Journeyman Electrician	<u>4</u>
Laborers/Helpers	<u>2</u>

5. Employer Modification Rating: .084

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:
Advanced Insurance Unds. LLC Risk Strategies



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

Spencer Ely 954-842-7836 SELY@RISKSTRATEGIES.COM

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

d. Number of Insurance Claims paid out in last 5 years & value: 0

7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. 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. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

3

Submitted By: **Electrical Contracting Service, Inc.**
2375 West 77th Street
Hialeah, FL 33016
Phone: 305-556-0041
Email: ECSINC25@AOL.COM

3 Qualifications and experience

- a. **See attached for insurance & bonding requirements.**
See 4 b below.

- b. **State license # EC13005149**
Charles Floyd

Owner & qualifier for Electrical Contracting Service, Inc.
Bachelors degree in Electrical Engineering.
Electrician from 1995 to present.
Holds master license.
Certified crane operator.

Robert Winkler

Journeyman license.
Electrician from 1985 to present.
Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous 10 year contracts.

Victor Armendariz

Journeyman electrician.
Electrician from 2005 to present.
Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous 10 year contracts.
Certified crane operator.

Bryan Munoz

Journeyman electrician.
Electrician from 2005 to present.
Intimate knowledge of Electrical infrastructure in Miami Lakes developed over our previous 10 year contracts.
Certified crane operator.

Louis Osorio

**Journeyman electrician.
Electrician from 2002 to present.
Certified crane operator.**

Helpers & Laborers

**Gerald Barfield
Alfredo Lastra
Ryan Arcia**

4 Resources and Availability

- a. **Miami Gardens maintenance contract (2010 to present).
City of Hollywood maintenance contract (shared with City of Miami Gardens).
City of Cooper City maintenance contract (shared with City of Miami Gardens).
Town of Miami Lakes maintenance contract (2010 to present).
Musco Sports Lighting warranty work (2005 to present).**
- b. **Electrical Contracting Service, Inc. has been in business since 1985, providing the type of services outlined in this R.F.P. #2021-33. The most important example I can provide is the 10 years we have served the Town of Miami Lakes. All work requests are processed through the owner to determine the best way forward. Tasks are handed off to the appropriate division and then checked when complete by the owner. Electrical Contracting Service, Inc. follows all O.S.H.A protocols.**
- c. **Equipment consists of:
17 Ton boom truck with basket.
24 Ton boom truck with basket.
30 Ton boom truck with basket.
John Deere combination backhoe.
Vermeer backhoe/trencher.
Genie 105' lift.
Genie 85' lift.
Elliot bucket truck.
10,000 pound lull.
Texoma 20' auger truck.
Texoma 30' auger truck.
Four service vans.
All handtools used in the electrical industry.**

5 References See attached



A RISK STRATEGIES COMPANY

6/24/2021

Contractor (Principle):
Electrical Contracting Service, Inc.

RE: Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

This letter is to confirm that the above mentioned contractor has been approved for the bonding amount of \$5,000,000.00 with NGM insurance Company.

Please note that the decision to issue bonds is a matter between PRINCIPAL and SURETY Company and will be subject to the standard underwriting at the time of the bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing.

Please reach out to me directly with any additional questions you may have.

Thank you,

Spencer Ely | Producer

Risk Strategies Company

- ✉ sely@risk-strategies.com
- 📍 3250 N 29th Ave, Hollywood, FL 33020
- 📞 954-842-7836
- 🌐 www.risk-strategies.com



June 17, 2021

Dear Sir/Madam:

Re: Electrical Contracting Service, Inc.- Experience Modifier

Electrical Contracting Service, Inc. has been a client of DecisionHR since 12/27/2010. DecisionHR is a professional employer organization (PEO) providing several payroll related services; including filing state and federal taxes and providing workers' compensation coverage for those employees co-employed by DecisionHR.

When an employer is involved in a PEO relationship for as long as Electrical Contracting Service, Inc. has been with DecisionHR, they no longer promulgate an experience modifier with the National Council on Compensation Insurance (NCCI). This is because their payroll and loss data is assumed under the PEO's experience data. As a result - and in accordance with NCCI experience rating rules- Electrical Contracting Service, Inc. did not promulgate a 2021 experience mod and is therefore "unrated" by NCCI, defaulting them to a unity mod of 1.0.

Please do not hesitate to contact me with any questions.

Sincerely,

Chad Coppers, CPCU

Senior Workers' Compensation Underwriter
DecisionHR USA, Inc. and affiliates
An affiliate of Bankers Financial Corporation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2021

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 have ADDITIONAL INSURED provisions or 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 RSC Insurance Brokerage, Inc. 3250 N. 28th Avenue Hollywood FL 33020		CONTACT NAME: Chantal Price PHONE (A/C No. Ext.): (854) 983-8888 FAX (A/C, No.): E-MAIL: cprice@advancedins.com ADDRESS:	
INSURED Electrical Contracting Service, Inc. 2375 West 77 Street Hialeah FL 33016		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Gemini Insurance Company INSURER B: The Travelers Indemnity Co INSURER C: National Union Fire Insurance Co of Pittsburgh PA INSURER D: Federal Insurance Co INSURER E: INSURER F:	
		NAIC # 25668 19445 20281	


COVERAGES **CERTIFICATE NUMBER:** CL2131901286 **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.

DEBR LTR	TYPE OF INSURANCE	ADDITIONAL RISK	WVD	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCUR BI/PD ded \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VGGP005749	03/26/2021	03/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Blanket Additional \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA9053R987	09/17/2020	09/17/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU63727285	03/26/2021	03/26/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in KI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	000045471384	01/01/2021	01/01/2022	Scheduled equip. \$474,176 Rented leased equip. \$250,000 aggre Deductible \$1,000 AOP

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

Charles H. Floyd Jr. - License #EC13005149

CERTIFICATE HOLDER Town of Miami Lakes 6801 Main Street Miami Lakes FL 33014	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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY RSC Insurance Brokerage, Inc.		NAMED INSURED Electrical Contracting Service, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate Holder is included as Additional Insured under General Liability Policy when required by written contract per End #CG2010(04/13) and End #CG2037(04/13) on a Primary and Non-Contributory basis per End #CG2001 (04/13). Blanket Waiver of Subrogation applies in favor of certificate holder under General Liability Policy as required by written contract per End #CG2404(05/09). Blanket Additional Insured and Waiver of Subrogation apply to Commercial Auto Policy as required by written contract per End #CAF079(04/07).

Excess Liability policy will follow the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance per Prime Express policy form 90269 (11/09)

30-Day Notice of Cancellation.

- 2005 Sterling LTO - 2FZHATDC15AN89063
- 2005 Ford F750 - 3FRXF75G15V201998
- 2007 Chevrolet Express - 1GCGG25V671127708
- 2005 International 7400 - 1HTWGASR4S.J056035
- 2013 Chevrolet Express - 1GCWGG8G9D1134921
- 2016 Chevrolet Express - 1GCWGBFFXG1255000
- 2016 Freightliner M2106 - 1FVKCYCY4GHGY5882
- 2016 Freightliner M2106 - 3ALACXCXY5GDGZ9107
- 2018 Chevrolet Express - 1GCWGBFG9J1174688
- 2019 Peterbilt 348 - 2NP3LJ0X1KM282938
- 2019 Chevrolet Silverado - 1GC1KTEGKKF132172

4



CLIENT REFERENCE LETTER

To Whom It May Concern, Electrical Contracting Service, Inc

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: CITY OF MIAMI GARDEN

Name of Project: SCOREBOARD INSTALLATION

Scope of Work: INSTALLATION OF SCOREBOARDS AT North Dade Optum & BTF Complex

Initial Value of Contract: \$ 33,584.80 Is contract still active? Yes No

Final Contract Value: \$ 33,584.80

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 Were any Contractor driven? Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

ELECTRICAL CONTRACTING SERVICES HAS WORKED WITH THE CITY OF MIAMI GARDENS FOR YEARS. THEY'VE COMPLETED EVERY PROJECT & WORK TO OUR SATISFACTION. WE WILL HIRE AGAIN.

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

Name of Owner: CITY OF MIAMI GARDEN

Name of individual completing this form: Anthony Smith Date: 6/21/21

Signature: [Signature] Title: PROJECT MANAGER

Telephone: 305-914-9121 E-mail: asmith1@miamigardens-fl.gov

Sincerely,
Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern, Electrical Contracting Service, Inc

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Town of Cutler Bay

Name of Project: Franjo Park

Scope of Work: Remove existing lts components + install new

Initial Value of Contract: \$ 485,000- Is contract still active? Yes No

Final Contract Value: \$ 485,000-

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: - 0 - Were any Contractor driven? Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

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

Name of Owner: Town of Cutler Bay

Name of individual completing this form: Etienne Bejarano Date: 6-25-21

Signature: Etienne Bejarano Title: Park and Recreation Director

Telephone: 786-205-3895 E-mail: ebejarano@cutlerbay-fl.gov

Sincerely,

Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern, Electrical Contracting Service, Inc

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of South Miami

Name of Project: Dante Fascell Tennis Lighting

Scope of Work: Installation of new Tennis Court Lighting to Dante Fascell Park

Initial Value of Contract: \$ 338,590.00 Is contract still active? Yes No

Final Contract Value: \$ 330,590.00

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 1 Were any Contractor driven? Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

NO

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

Name of Owner: Quentin Pough/ City of South Miami

Name of individual completing this form: Quentin Pough Date: 06/18/21

Signature: [Signature] Title: Director of Parks + Recreation

Telephone: 305-668-3867 E-mail: qpough@southmiami.fl.gov

Sincerely,

Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern, Electrical Contracting Service, Inc

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Plantation

Name of Project: Central Park and Sunset Park LED Sports Lighting Retrofit

Scope of Work: Removal of existing lighting fixtures and install new owner furnished fixtures on existing poles

Initial Value of Contract: \$ 427,840.00 Is contract still active? Yes No

Final Contract Value: \$ 427,840.00

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 (zero) Were any Contractor driven? N/A Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Electrical Contracting Services completed this project on time and within budget. They have been awarded many contracts with City of Plantation and are professional and responsive to the City's needs. We would not hesitate hiring them for future projects.

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

Name of Owner: City of Plantation

Name of individual completing this form: Judy McBride Date: 06-18-2021

Signature: Judy McBride Title: Capital Projects Coordinator

Telephone: 954-585-2360 E-mail: jmcbride@plantation.org

Sincerely,

Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern, *Electrical Contracting Service, Inc*

Subject: Reference Letter for RFP 2021-33 for Electrical Services – As Needed

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: MIAMI DADE COUNTY PARKS DEPT.

Name of Project: TREE ISLAND PARK

Scope of Work: FULL ELECTRICAL PACKAGE & SITE LIGHTING

Initial Value of Contract: \$ 370K Is contract still active? Yes No

Final Contract Value: \$ 370K

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards? Yes No

Were the number of RFIs submitted reasonable for the scope of the project(s)? Yes No

Number of Change Orders: 0 Were any Contractor driven? Yes No

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

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

ECS INC IS A PLEASURE TO WORK WITH. THEY ARE PROFESSIONAL & RESPONSIBLE.

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

Name of Owner: HG CONSTRUCTION

Name of individual completing this form: ROBERT HERNANDEZ Date: 6/23/21

Signature: [Signature] Title: PRES

Telephone: 786-845-8999 E-mail: ROBERT@HGCONSTRUCTION.US

Sincerely,

Nathalie Garcia
Procurement Manager

5

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 Charles Floyd - President
[print individual's name and title]

for Electrical Contracting Service Inc
[print name of entity submitting sworn statement]

whose business address is

2375 West 77 Street
Hialeah, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2552102

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

signing this sworn statement: N/A)

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, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with 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.

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

WITNESS, my hand and official seal this 29 day of June, 2021.

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Electrical Contracting Service Inc

Authorized representative (print): Charles Floyd

Authorized representative (signature): CM Date: 6/29/2021



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Electrical Contracting Service Inc Solicitation No.: 2021-33

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Table with 3 columns: Last name, First name, Relationship. Handwritten 'N/A' in the first row.

- b) Any family relationships with any employee or elected representative of the Town.

Table with 3 columns: Last name, First name, Relationship. Handwritten 'N/A' in the first row.

CM
Authorized Signature

6/29/2021
Date:

Charles Floyd
Print Name

President
Title:

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Electrical Contracting Service Inc., a corporation organized and existing under the laws of the State of Florida, held on the 1 day of JAN, 2021, a resolution was duly passed and adopted authorizing (Name) Charles Floyd as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be 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 29, day of June, 2021.

Secretary: UM

Print: Charles Floyd

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

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


NOTARIZATION

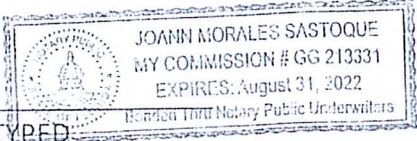
STATE OF Florida)

) SS:

COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 29 day of June, 2021, by Charles Floyd, who is personally known to me or who has produced two 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



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2021-33

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

- Addendum No. 1, Dated 6/22/21
- 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 Solicitation

Firm's Name: Electrical Contracting Service Inc

Authorized Representative's Name: Charles Floyd

Title: President

Authorized Signature: CM



RFP 2021-33

Electrical Services – As Needed

Addendum #1

Due Date: 11:00AM, June 29, 2021

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

Questions:

1. How does the Town want the Proposals prepared? I.e., stapled, bound, clipped, etc.

Response: The Town would prefer the Proposals to be either stapled or clipped.

Acknowledgement:

Charles Floyd
Name of Signatory
President
Title
6/29/2021
Date

U. M.
Signature
Electrical Contracting Service Inc
Name of Bidder

6



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

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOYD, CHARLES HERSHEL JR

ELECTRICAL CONTRACTING SERVICE, INC.
2375 WEST 77TH STREET
HIALEAH FL 33016

LICENSE NUMBER: EC13005149

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

our license. It is unlawful for anyone other than the licensee to use this document.

Municipal Contractor's Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



**EXPIRES
SEPTEMBER 30, 2021**

Pursuant to County Code
Sec 10-24

CC NO: EC13005149

BUSINESS NAME/LOCATION
ELECTRICAL CONTRACTING SERVICE INC
2375 W 77TH ST
HIALEAH, FL 33016

RECEIPT NO.
7593446

OWNER
ELECTRICAL CONTRACTING SVC INC
C/O CHARLES H FLOYD JR PRES

TYPE OF BUSINESS
ELECTRICAL CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**
200.00 08/25/2020
CREDITCARD-20-069516

This receipt is not valid in the following Municipalities: Aventura, Doral, Hialeah, Key Biscayne,
Miami Gardens, Miami Lakes, Palmetto Bay, Pinecrest, Sunny Isles Beach, Town of Cutler Bay.

For more information, visit www.miamidade.gov/taxcollector



City of Hialeah
Business Tax Receipt

2020-21

Mayor Carlos Hernandez

No: 238210-84

(OLD-1731-68)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: ELECTRICAL CONTRACTI

Type of Business: Electrical Contractors and Other Wiring Installation Contractors

ELECTRICAL CONTRACTING SERVICE, INC.
2375 W 77 ST
HIALEAH, FL 33016

Business Location:

2375 W 77 ST

Expires September 30, 2021

Validating No.: 083716

THIS IS NOT A BILL