

# TOWN HALL HVAC REPLACEMENT

**2023-23**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Carlos Alvarez  
Councilmember Ray Garcia  
Councilmember Josh Dieguez  
Councilmember Luis Collazo  
Councilmember Marilyn Ruano  
Councilmember Tony Fernandez**

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

# Table of Contents

<b>SECTION 1. GENERAL TERMS &amp; CONDITIONS .....</b>	<b>4</b>
1.01 DEFINITIONS .....	4
1.02 GENERALLY .....	6
1.03 RULES AND REGULATIONS .....	6
1.04 HOURS FOR PERFORMING WORK .....	6
1.05 SUBCONTRACTORS .....	6
1.06 CONSULTANT SERVICES .....	7
1.07 AUTHORITY OF THE PROJECT MANAGER .....	7
1.08 INDEPENDENT CONTRACTOR .....	8
1.09 THIRD-PARTY BENEFICIARIES .....	8
1.10 ASSIGNMENT OR SALE OF CONTRACT .....	8
1.11 TIME FOR COMPLETION .....	8
1.12 APPLICABLE LAW AND VENUE OF LITIGATION .....	8
1.13 NON-EXCLUSIVE CONTRACT .....	8
1.14 SEVERABILITY .....	9
1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS .....	9
1.16 ENTIRE AGREEMENT .....	9
1.17 INTENTION OF THE TOWN .....	9
1.18 PRIORITY OF PROVISIONS .....	9
1.19 ROYALTIES AND PATENTS .....	10
1.20 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION .....	10
1.21 OWNERSHIP OF THE WORK .....	10
1.22 TOWN LICENSES, PERMITS AND FEES .....	10
1.23 TAXES .....	11
1.24 REMOVAL OF UNSATISFACTORY PERSONNEL .....	11
1.25 COMPLIANCE WITH APPLICABLE LAWS .....	11
1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA .....	11
1.27 NOTICES .....	11
1.28 INDEMNITY & INSURANCE .....	12
1.28-1 INDEMNIFICATION .....	12
1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK .....	12
1.28-3 DEFENSE OF CLAIMS .....	13
1.28-4 INSURANCE .....	13
1.29 PUBLIC RECORDS .....	15
1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS .....	15
1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS .....	16
1.30-1 CHANGE ORDERS .....	16
1.30-2 FORCE MAJEURE .....	17
1.30-3 EXTENSION OF TIME .....	17
1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE .....	18
1.30-5 CLAIMS .....	18
1.30-6 CONTINUING THE WORK .....	19
1.30-7 FRAUD AND MISREPRESENTATION .....	20

1.30-8 STOP WORK ORDER .....	20
1.30-9 MATERIALITY AND WAIVER OF BREACH .....	20
1.30-10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN .....	20
1.30-11 CONTRACT EXTENSION .....	21
1.31 EARLY TERMINATION & DEFAULT .....	21
1.31-1 SET-OFFS, WITHOLDING, AND DEDUCTIONS .....	21
1.31-2 CONTRACTOR DEFAULT .....	21
1.31-3 TERMINATION FOR CONVENIENCE .....	22
1.31-4 REMEDIES AVAILABLE TO THE TOWN .....	23
1.31-5 FUNDS AVAILABILITY.....	23
1.32 EXECUTION IN COUNTERPARTS .....	23
<b>SECTION 2. SPECIAL TERMS &amp; CONDITIONS .....</b>	<b>24</b>
2.01 OVERVIEW .....	24
2.02 GENERAL DESCRIPTION OF SCOPE OF SERVICES .....	24
2.03 CONTRACT TERM .....	24
2.04 WARRANTY .....	24

## SECTION 1. GENERAL TERMS & CONDITIONS

### 1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid/Proposal/Submittal** means any offer, documents the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposals (“RFP”) at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or

approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

16. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
26. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
27. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
28. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
29. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

30. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **1.02 GENERALLY**

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

## **1.03 RULES AND REGULATIONS**

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

## **1.04 HOURS FOR PERFORMING WORK**

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

## **1.05 SUBCONTRACTORS**

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

#### **1.06 CONSULTANT SERVICES**

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

#### **1.07 AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager 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 Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must 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 and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, 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 and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not 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.

#### **1.08 INDEPENDENT CONTRACTOR**

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

#### **1.09 THIRD-PARTY BENEFICIARIES**

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

#### **1.10 ASSIGNMENT OR SALE OF CONTRACT**

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

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

#### **1.11 TIME FOR COMPLETION**

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

#### **1.12 APPLICABLE LAW AND VENUE OF LITIGATION**

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

#### **1.13 NON-EXCLUSIVE CONTRACT**

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

#### **1.14 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

#### **1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS**

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

#### **1.16 ENTIRE AGREEMENT**

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

#### **1.17 INTENTION OF THE TOWN**

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

#### **1.18 PRIORITY OF PROVISIONS**

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

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

### **1.19 ROYALTIES AND PATENTS**

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

### **1.20 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION**

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

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

### **1.21 OWNERSHIP OF THE WORK**

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

### **1.22 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. 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.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

### **1.23 TAXES**

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

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

### **1.24 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

### **1.25 COMPLIANCE WITH APPLICABLE LAWS**

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

### **1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA**

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

### **1.27 NOTICES**

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

For Town:

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

Lorenzo Cobiella  
Deputy Town Attorney  
Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

[pidermanne@miamilakes-fl.gov](mailto:pidermanne@miamilakes-fl.gov)

[cobiellal@miamilakes-fl.gov](mailto:cobiellal@miamilakes-fl.gov)

For Contractor:

Ramon Duarte  
Green Alliance, Inc.  
14996 SW 20<sup>th</sup> Terrace  
Miami, FL 33185  
[info@greenalliancecorp.com](mailto:info@greenalliancecorp.com)

Space intentionally left blank

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

## **1.28 INDEMNITY & INSURANCE**

### **1.28-1 INDEMNIFICATION**

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

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

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

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

### **1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK**

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace,

at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

#### 1.28-3 DEFENSE OF CLAIMS

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

#### 1.28-4 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

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

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence,

combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(i) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(ii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

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

e. *Additional Insured*

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a

severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

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

## 1.29 PUBLIC RECORDS

### 1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS

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

#### *f. Public Records*

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

#### *g. Retention and Transfer of Public Records*

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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

**Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or [clerk@miamilakes-fl.gov](mailto:clerk@miamilakes-fl.gov).**

## **1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS**

### **1.30-1 CHANGE ORDERS**

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request (“CPR”) or Request for Change Order (“RCO”), utilizing the Town’s standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor’s CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town’s Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten percent (10%) inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town’s standard requests for change orders and change order forms unless otherwise specifically approved by the Town’s Procurement Manager. The Town’s Forms are available on the Town’s website.

### 1.30-2 FORCE MAJEURE

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

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

### 1.30-3 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.29-4, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

#### 1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 1.29-5.

Failure of Contractor to comply with Article 1.29-5, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

#### 1.30-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.29-3 and 1.29-4 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.26 within the timeframe established in Article 1.29-4, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the

claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not to be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles 1.29-3, and Article 1.29-4. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

#### **1.30-6 CONTINUING THE WORK**

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

#### 1.30-7 FRAUD AND MISREPRESENTATION

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

#### 1.30-8 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article 1.30-3, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

#### 1.30-9 MATERIALITY AND WAIVER OF BREACH

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

#### 1.30-10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### 1.30-11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

### 1.31 EARLY TERMINATION & DEFAULT

#### 1.31-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

#### 1.31-2 CONTRACTOR DEFAULT

##### *a. Event of Default*

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

##### *b. Notice of Default – Opportunity to Cure*

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or the Contract with the Town may be terminated. The Town is under no obligation to issue such

notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

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

c. *Termination for Default*

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

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

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

1.31-3 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

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

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

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable

value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

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

#### 1.31-4 REMEDIES AVAILABLE TO THE TOWN

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

#### 1.31-5 FUNDS AVAILABILITY

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

### **1.32 EXECUTION IN COUNTERPARTS**

This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

**END OF SECTION**

## **SECTION 2. SPECIAL TERMS & CONDITIONS**

### **2.01 OVERVIEW**

The new HVAC system should meet the minimum policy and regulatory requirements from the State of Florida and the Florida Building Code which may include sizing calculations and minimum efficiency ratings of the Florida Energy Efficiency Code for Building Construction.

### **2.02 GENERAL DESCRIPTION OF SCOPE OF SERVICES**

The scope of work, as may be modified through negotiation and/or by written addendum issued by the Town, will be made a part of the Agreement.

The Town of Miami Lakes is seeking proposals from a licensed and insured contractor for the replacement of one (1) of the HVAC infrastructures which currently includes four (4) separate units at the Miami Lakes Government Center. The system includes: one (1) system for the first floor Building Department. All proposals will provide a “turn-key” solution and must include all costs, labor, machinery, tools, means of transportation, supplies, equipment, materials, services, and permitting to be considered a valid proposal. The current HVAC systems is 15 tons 100% outside air JCI/York with Hot Gas Bypass.

The scope of work includes, but is not limited to:

- Conduct pre-construction walk-through to inspect and verify current unit and check measurements prior to purchasing unit.
- Removal and disposal of existing HVAC.
- Installation of new HVAC system.
- Match existing roof curb / modified as needed.
- Permit fees associated with above-mentioned work.
- Hook-up to existing duct-mounted smoke detectors.
- Hoisting of above-mentioned equipment.
- Startup of A/C equipment mentioned above.
- Install all necessary low voltage wiring.
- Any and all plumbing as-needed to remove or install new unit.
- Include manufacturer’s warranty as well as other warranty in accordance with the contract.

### **2.03 CONTRACT TERM**

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s).

### **2.04 WARRANTY**

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager, the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.


**END OF SECTION  
EXECUTION PAGE FOLLOWS**

**CONTRACT EXECUTION FORM**


This Contract 2023-23 made this 17 day of September in the year 23 in an amount not to exceed \$ 4 5,900 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Green Alliance, Inc., hereinafter called the "Contractor."

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

Attest:

By:   
Gina M. Inguanzo, Town Clerk  
Victoria Martinez, Deputy Town Clerk


Legal Sufficiency:

By:   
Lorenzo Cobiella, Deputy Town Attorney

Signed, sealed, and witnessed in the presence of:

By: \_\_\_\_\_

**TOWN OF MIAMI LAKES**

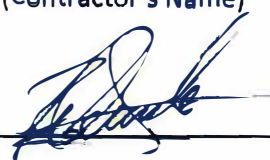
By:   
Edward Pidermann, Town Manager

Date: 9/20/2022

**CONTRACTOR**

GREEN ALLIANCE, INC.

(Contractor's Name)

By:   
Name: RAMON DUARTE

Title: PRESIDENT

Date: 9/17/23

(\*) 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, GREEN ALIANCE, 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 PRESIDENT  
(type title of officer)

RAMON DUARTE, 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 17 day of SEPTEMBER, 2023.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



## **CONTRACTOR'S PROPOSAL**

**REQUEST FOR PROPOSAL**  
**TOWN HALL HVAC REPLACEMENT**

**RFP NO. 2023-23**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid**  
**Vice Mayor Carlos Alvarez**  
**Councilmember Ray Garcia**  
**Councilmember Luis Collazo**  
**Councilmember Josh Dieguez**  
**Councilmember Tony Fernandez**  
**Councilmember Marilyn Ruano**

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

**DATE ISSUED: May 4, 2023**  
**CLOSING DATE: June 1, 2023, 11:00 AM**



**Company Profile and Declaration**

Solicitation Name: Town Hall HVAC Replacement

Solicitation Number: RFP NO. 2023-23

Submitted By: Green Alliance Inc

(Respondent Firms' Legal Name)

N/A

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

Ramon Duarte

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

N/A

(Contact Name, if different from Officer)

14996 SW 20th Terr

(Street Address)

Miami, FL 33185

(City/State/Zip Code)

info@greenalliancecorp.com

(Email Address)

786-319-7023

(Phone Number)

**Declaration**

I, Ramon Duarte hereby declare that I am the  
Print Name

President of Green Alliance 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;

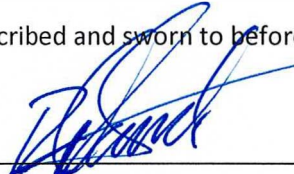
- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a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

This declaration was executed in Miami Dade County, State of Florida on 20<sup>23</sup>.

  
 \_\_\_\_\_  
 Signature

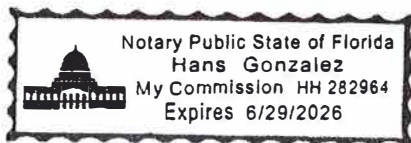
**Ramon Duarte**  
\_\_\_\_\_  
Print Name

Subscribed and sworn to before me this 08 day of May, 20<sup>23</sup>.

  
 \_\_\_\_\_  
 Signature

**Ramon Duarte**  
\_\_\_\_\_  
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?

11

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

CMC1250727	<u>08/08</u>
CGC1523137	<u>04/15</u>

(\*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: 45-4103039

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

i. Date Licensed by DBPR: 08/08

ii. License Number: CMC1250727

c. Date registered to conduct business in the State of Florida: 12/11

i. Date filed: \_\_\_\_\_

ii. Document Number: P11000107618

d. Primary Office Location: 14996 SW 20th Terr Miami, FL 33185

e. What is your primary business? Mechanical Contractor

(This answer should be specific)



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

N/A Ramon Duarte cma 1250727 President.

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

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Ramon Duarte	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

N/A



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
Ramon Duarte	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: \_\_\_\_\_

4. Employee Information

a. Total No. of Employees: 4

b. Total No. of Managerial/Admin. Employees: 1

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

1 Mechanic \_\_\_\_\_

1 Pipe Fitter \_\_\_\_\_

1 Welder \_\_\_\_\_

5. Employer Modification Rating: \_\_\_\_\_

6. Insurance & Bond Information:

a. Insurance Carrier name & address:

All City Insurance, Inc 305-436-6797 ingrid@allcityins.com



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

MidContinent Casualty Co.

---

c. Insurance Experience Modification Rating (EMR): 1  
(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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2022

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 ALL CITY INSURANCE INC. 1400 NW 107th AVE SUITE 210 DORAL FL 33172-	CONTACT NAME: INGRID HERRERA	
	PHONE (A/C, No, Ext): (305)463-9431 FAX (A/C, No): (305)436-6797 E-MAIL ADDRESS: GMAIL@ALLCITYINS.COM	
INSURED GREEN ALLIANCE INC. 14996 SW 20th Terrace Miami FL 33185-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MID-CONTINENT CASUALTY CO	23418
	INSURER B : State National Insurance Company, Inc.	12831
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WAIV	POLICY NUMBER	POLICY EFF (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"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	04-GL-001080962	06/10/2022	06/10/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	04-GL-001080962	06/10/2022	06/10/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NXTRXLKPJJ-00-WC	06/20/2022	06/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Certificate holder is listed as additional insured &amp; Waiver of subrogation included in favor of certificate holder.

HVAC CONTRACTOR  
CMC1250727  
CGC1523137

## CERTIFICATE HOLDER

## CANCELLATION

AI 006303

Town of Miami Lakes 6601 Main Street Miami Lakes FL 33014-	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.



**CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for 2023-23 for Town Hall HVAC Replacement

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 Miami lakes

Name of Project: Replacement HVAC Unit Bid No. 2023-03

Scope of Work: Replace 15Ton RTU

Initial Value of Contract: \$ 34,500 Is contract still active?  Yes  No

Final Contract Value: \$ 34,500

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. We are a Mechanical Contractor we don't subcontract Mechanical Work

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

Name of Owner: Dario Martinez Town of Miami Lakes

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: 305-364-6100 E-mail: martinez@miamileakes-fl.gov

Sincerely,

Nathalie Garcia  
Procurement Manager



### CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for 2023-23 for Town Hall HVAC Replacement

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 you feel is pertinent:

Name of Public Entity: City Of Hollywood

Name of Project: MLK Community Center

Scope of Work: Replacement of several RTU

Initial Value of Contract: \$ 383,000 Is contract still active?  Yes  No

Final Contract Value: \$ 383,000

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: \_\_\_\_\_ 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: Karyn Sashi

Name of individual completing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: Construction Management

Telephone: 954-921-3996 E-mail: Ksashi@hollywoodfl.org

Sincerely,

Nathalie Garcia  
Procurement Manager

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

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

for Green Alliance inc  
[print name of entity submitting sworn statement]

whose business address is  
14996 SW 20th Terr  
Miami, FI 33185

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-4103039

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

signing this sworn statement: Ramon Duarte )

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.**

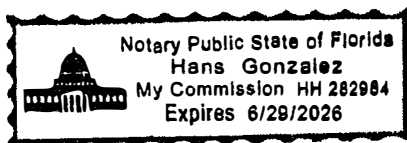
BEFORE ME, the undersigned authority, personally appeared 05/08/23 to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that known executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 08 day of May, 2023.

My Commission Expires:

06/26/2026

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.

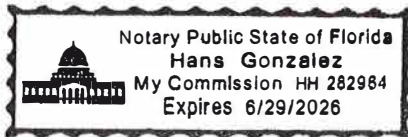
By:   
Title: President

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

WITNESS, my hand and official seal this 08 day of May, 23.

My Commission Expires:

Hans Gonzalez  
Notary Public State of Florida at Large





**PUBLIC RELATIONS AFFIDAVIT**

Bidder's Name: Green Alliance Inc

Solicitation No.: RFP 2023-23

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

05/08/2023  
\_\_\_\_\_  
Date:

Ramon Duarte  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title:





## 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.

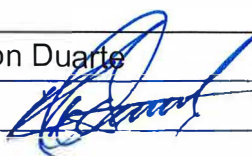
- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution 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: Green Alliance Inc

Authorized representative (print): Ramon Duarte

Authorized representative (signature):



Date: 05/08/2023



**RFP 2023-23**  
**Town Hall HVAC Replacement**  
**Addendum #1**  
**Due Date: 11:00 AM, June 1, 2023**

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

**Questions:**

1. Will the Town of Miami Lakes entertain another brand other than York/JCI?

**Response:** No.

**Acknowledgement:**

Ramon Duarte  
\_\_\_\_\_  
Name of Signatory  
President  
\_\_\_\_\_  
Title  
05/08/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Green Alliance Inc  
\_\_\_\_\_  
Name of Bidder



**RFP 2023-23**  
**Town Hall HVAC Replacement**  
**Addendum #2**  
**Due Date: 11:00 AM, June 1, 2023**

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

**Clarification:**

1. This addendum is issued to provide the Performance & Payment Bond forms, attached hereto and provided as a separate attachment.

Acknowledgement:

Ramon Duarte  
\_\_\_\_\_  
Name of Signatory  
President  
\_\_\_\_\_  
Title  
05/16/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
Green Alliance Inc  
\_\_\_\_\_  
Name of Bidder



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**DUARTE, RAMON EDUARDO**

GREEN ALLIANCE INC.  
14996 SW 20TH TERRACE  
MIAMI FL 33185

**LICENSE NUMBER: CMC1250727**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2023

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	ALL CITY INSURANCE INC. 1400 NW 107th AVE SUITE 210 DORAL FL 33172-	CONTACT NAME: INGRID HERRERA	
		PHONE (A/C, No, Ext): (305)463-9431 FAX (A/C, No): (305)436-6797 E-MAIL ADDRESS: GMAIL@ALLCITYINS.COM	
INSURED	GREEN ALLIANCE INC. 14996 SW 20th Terrace Miami FL 33185-	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: MID-CONTINENT CASUALTY CO	23418
		INSURER B: State National Insurance Company, Inc.	12831
		INSURER C:	
		INSURER D:	
		INSURER E:	

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	04-GL-001080962	06/10/2022	06/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY	X	X	04-GL-001080962	06/10/2022	06/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED   RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NXTRXLKPJJ-00-WC	06/20/2022	06/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as additional insured & Waiver of subrogation included in favor of certificate holder.  
HVAC CONTRACTOR  
CMC1250727  
CGC1523137

### CERTIFICATE HOLDER

### CANCELLATION

AI 006303

Town of Miami Lakes 6601 Main Street Miami Lakes FL 33014-	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 



Internal Services Department  
Small Business Development  
111 NW 1 Street, 19th Floor  
Miami, Florida 33128  
T 305-375-3111  
F 305-375-3160

May 26, 2023

RAMON DUARTE  
Green Alliance Inc.  
14996 SW 20th Ter  
Miami, FL 33185

**Approval Date: May 10, 2021 Small Business Enterprise - Construction (SBE-Con)**  
**Expiration Date: May 31, 2024**

Dear RAMON DUARTE,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Construction (SBE-Con) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

Jeanise Cummings-Labossiere  
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NAICS 236115: NEW SINGLE-FAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)  
NAICS 236116: NEW MULTIFAMILY HOUSING CONSTRUCTION (EXCEPT FOR-SALE BUILDERS)  
NAICS 236117: NEW HOUSING FOR-SALE BUILDERS  
NAICS 236118: RESIDENTIAL REMODELERS  
NAICS 236210: INDUSTRIAL BUILDING CONSTRUCTION  
NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION  
NAICS 237110: WATER AND SEWER LINE AND RELATED STRUCTURES CONSTRUCTION  
NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS  
NAICS 238120: STRUCTURAL STEEL AND PRECAST CONCRETE CONTRACTORS  
NAICS 238220: MECHANICAL CONTRACTORS  
NAICS 238220: PLUMBING, HEATING, AND AIR-CONDITIONING CONTRACTORS  
NAICS 238910: SITE PREPARATION CONTRACTORS



Internal Services Department  
Small Business Development  
111 NW 1 Street, 19th Floor  
Miami, Florida 33128  
T 305-375-3111  
F 305-375-3160

May 26, 2023

RAMON DUARTE  
Green Alliance Inc.  
14996 SW 20th Ter  
Miami, FL 33185

Approval Date: May 10, 2021 Small Business Enterprise - Goods & Services (SBE-G&S)  
Expiration Date: May 31, 2024

Dear RAMON DUARTE,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at [sbdcert@miamidade.gov](mailto:sbdcert@miamidade.gov).

Sincerely,

Jeanise Cummings-Labossiere  
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 55705: AIR CONDITIONING, HEATING AND VENTILATION  
NIGP 90900: BUILDING CONSTRUCTION SERVICES, NEW, INCLUDING MAINTENANCE AND REPAIR SERVICES  
NIGP 910: BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES  
NIGP 91000: BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES  
NIGP 91036: HEATING, AIR CONDITIONING, AND VENTILATION MAINTENANCE, REPAIR AND INSTALLATION SERVICES  
NIGP 91450: HEATING, VENTILATING AND AIR CONDITIONING (HVAC)  
NIGP 91831: CONSTRUCTION CONSULTING  
NIGP 94152: HEATING, STEAM, EQUIPMENT MAINTENANCE AND REPAIR  
NIGP 96121: COST ESTIMATING  
NIGP 96847: INSPECTION SERVICES, CONSTRUCTION TYPE

**RFP 2023-23**  
**Price Proposal**  
**Town Hall HVAC Replacement**  
**Form PP**

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and profession expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement.

The cost of construction stated below includes **all** costs to complete the work under the RFP and Contract **except** for the cost of permits, which shall be paid as a reimbursable expense from an allowance account established by the Town.

**Total Amount:**           \$ 45,900

**Total Amount (written out):** Forty five thousand nine hundred dollars and zero cents

Firm's Name: Green Alliance Inc

SSN or Federal ID No.: 45-4103039           Telephone No.: 786-319-7023

E-Mail Address: info@greenalliancecorp.com           Facsimile No.: \_\_\_\_\_

Town/State/Zip: Miami, FL 33185

Printed Name/Title: Ramon Duarte / President           Signature: 

NOTE: This Form is to be submitted in a separate sealed envelope.